The role of guarantors in agreements between the individual and the state in Classical and Hellenistic Greece.

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Declaration of Authorship

I Peter Long hereby declare that this thesis and the work presented in it is entirely my own. Where I have consulted the work of others, this is always clearly indicated.

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Abstract

This thesis examines the role of the guarantor in transactions involving the city state in the context of the debate regarding the unity of Greek law. It asks whether it is possible to identify any principles of law or practice regarding guarantors in these transactions which were common to different city states or whether there were differences which were so significant as to make it meaningless to talk in terms of the unity of Greek law.

Focussing on the evidence from classical Athens, independent Delos and the Boiotian confederation of the third century BC, the thesis seeks out similarities and differences of principle and practice in the following areas: (a) when guarantors were required, (b) how guarantors were vetted for suitability, (c) what was expected of guarantors, (d) how guarantees were enforced, and (e) how the interests of the guarantors were protected.

The thesis concludes that whilst it is possible to identify some common principles and practices in these areas, important differences can also be observed such as to make it unwise to place too much reliance upon common principles in attempting to reconstruct the role of guarantors in those city states for which we have no or limited evidence.

However, analysis of similarities and differences in principles and practices between city states can provide valuable insights into the problems and issues which particular city states faced in particular periods. One example is found in the examination of the problem of what motivated guarantors. Whilst there were various possible motivations, a shortage of guarantors may have been a problem for some communities. This becomes evident from the local modifications to the common principles and practices identified by the research some of which may have developed or been introduced in an attempt to encourage guarantors to come forward.

CONTENTS

The role of guarantors in agreements between the individual and the state in Classical and Hellenistic Greece.

Introduction

Guarantors and the City States in the Ancient Sources

Guarantors appear in many contexts in documents from the ancient Greek world. In the law court speeches of the Attic orators, we usually find them associated with transactions between private individuals: these include financial obligations such as the repayment of a loan with interest[1], or the payment of the balance of a dowry[2]. Guarantors also appear in the context of litigation, e.g. for the payment of a judgment debt[3]; or in arbitration agreements, to secure payment of whatever sum the arbitrators found to be due[4].

Sometimes the speeches mention guarantors provided for the fulfilment of an individual's non-financial obligation, for example to support a promise made by a trierarch to his successor that he would give him the same terms in regard to wear and tear of the ship's equipment as other trierarchs gave to their successors[5]. In another case, a guarantor was provided following settlement of an inheritance dispute, to support a promise by one party to transfer part of the estate in his possession to the other party[6]. These guarantees meant what they said. The case just mentioned was a legal action brought against the guarantor for failing to ensure the handover of the property concerned.

But we also find in the Attic orators references to guarantees given by individuals to the Athenian city state. Here, we learn that providing a guarantor was a way of securing release from imprisonment following arrest[7], or preventing arrest in the first place[8]. If the accused absconded, the guarantor could be liable to suffer the same penalties as the accused would have suffered had he not absented himself[9].

The law court speeches also provide evidence of the involvement of guarantors in supporting contracts entered into by individuals with the Athenian state. We find guarantors of debts owed to the treasury[10]. A person who was awarded a franchise by the state for the collection of taxes had to provide guarantors for payment of each instalment of the amount offered in his winning

[1] Lys. 19.22; Isoc. 17.37; Dem. 33.7; 35.8.
[2] Dem. 41.6.
[3] Dem. 30.32; 31.10; 53.26.
[4] Dem. 33.15 and 22.
[5] Dem. 50.28.
[6] Is. 5.18 and 34.
[7] Andok. 1.2 and 1.17; Dem. 24.144-145.
[8] Lys. 13.23; 23.9; Isoc. 17.42.
[9] Andok. 1.44 and Dem. 25.87 with Lipsius (1905-1915:706); Partsch (1909:372); Beasley (1902:60).
[10] Dem. 24.39.

bid[11]. Stringent financial and even custodial penalties could be imposed upon a guarantor if he failed to pay when called upon to do so by the state[12].

But the vast bulk of the evidence for the activities of guarantors is to be found in inscriptions. This evidence shows their involvement with the city states, their civic subdivisions and their gods and goddesses; it comes not just from Athens but from many parts of the Greek world from the early fifth century BC and throughout the classical and Hellenistic periods. Here, guarantors appear in connection with a very wide variety of transactions:

1. for payment of rent due under leases of sacred lands in Attica[13], of farming land and houses owned by Apollo on Delos[14], of farms in Thespiai[15], of sacred land on Amorgos[16], Thasos[17], lands at Amos on the Rhodian Peraia[18], at Mylasa[19], Olymos[20] and Klazomenai[21] and sacred land at Herakleia in Sicily[22] ;

2. for payment of sums due under a franchise for the collection of harbour dues in Attica[23];

3. for payment of sums due under the grant of a ferry franchise between Delos, Rheneia and Mykonos[24];

4. for delivery in Athens of tax on barley and wheat collected in kind from Lemnos, Imbros and Skyros[25];

5. for payment of sums due for the grant of a franchise for the collection of tax in Attica[26] and on Delos[27];

6. for payment of interest on money lent by the Attic deme of Plotheia[28] and by endowment funds at Argos[29] and Delphi[30], and for repayment of money lent by the

[11] Andok. 1.134.
[12] Andok. 1.73; Dem. 24.144; Dem. 53.27.
[13] e.g. IG II^2 1590 and *Ath.Ag.*19 L6; IG II^2 2498; *Ath.Ag.*19 L9-12.
[14] e.g. IG XI,2 287A.
[15] e.g. IThesp 48 LL6, 9, 11, 13, 14-15.
[16] IG XII 7 62 LL2, 7, 14, 33.
[17] IG XII Suppl 353 LL16, 19.
[18] e.g. IK Rhod. Peraia 352A L8, 352B LL13,15,19.
[19] e.g. I Mylasa 201 L12.
[20] e.g. I Mylasa 801 L16.
[21] I Ery 510 LL8, 14.
[22] IG XIV 645 LL100, 104, 107, 108-109, 154, 155, 160, 163, 181- 183, 185.
[23] IG I^3 133 L9.
[24] IG XI,2 153 LL19-20, 199B L97, 223A L50.
[25] Stroud (1998:4).
[26] *Ath.Ag.*19 P26 B IV b LL469-490.
[27] IG XI,2 199B L96 and 287A LL40-41.
[28] IG I^3 258 L22.
[29] e.g. IG IV 498 L6.
[30] e.g. SIG^3 672 LL26-27.

temple of Apollo on Delos[31], by the goddess at Tegea[32], and by the mother of the gods on Amorgos[33];

7. for repayment of loans made by an individual to the state at Orchomenos[34] and by the god to the state on Delos[35];

8. for repayment of loans made by one city state to another[36];

9. for grants of *proxenia* by cities in Phokis[37], East Lokris[38], West Lokris[39], the Aitolian *koinon*[40] and Stratos in Akarnania[41];

10. for citizens of Pellana in legal proceedings at Delphi (and vice versa)[42] and for parties of non-citizen status in legal proceedings at Stymphalos[43];

11. for the performance of treaty obligations between city states on Crete[44];

12. for manumissions at Delphi[45] and Argos[46];

13. for the due performance of building contracts at Athens[47], Delos[48], Epidauros[49], Delphi[50], Tegea[51], Lebadeia (for the *koinon* of Boiotia)[52], Eretria (on Euboia)[53] and Koresia (on Keos)[54];

14. for the return of triremes lent by the Athenians to the Chalkideans[55];

15. for the provision of sacrificial animals at Andania in Messenia[56];

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[31] e.g. IG XI,2 287A L180.
[32] SIG^3 306 LL40-41.
[33] IG XII 7 237 LL48-54.
[34] IG VII 3172 (Migeotte (1984:No.13)) passim.
[35] e.g. ID 290 LL129-131.
[36] e.g. Milet I 3 138 LL25-27 (Migeotte (1984:No.96)) (Knidos to Miletos).
[37] e.g. IG IX 1 1 L8 (Antikyra).
[38] e.g. IG IX 1 268 L6.
[39] e.g. IG IX 1^2 3 667 LL11-13.
[40] e.g. IG IX 1^2 1 17 passim.
[41] IG IX 1^2 2 390 L7.
[42] FD III 1, 486 IIA L15.
[43] Thür and Taeuber (1994:No.17 LL173-177).
[44] e.g. IC I xvi 4A LL32-42 (Chaniotis (1996:No.55B LL24-32)) (Lato and Olous).
[45] SGDI 1804 LL3, 7-9.
[46] IG IV 530 LL2-4.
[47] e.g. IG II^2 63 LL112-113.
[48] e.g. ID 104 (5) L23.
[49] e.g. IG IV^2 1 102 passim.
[50] e.g. CID 2.31 LL48-49, 56-57.
[51] IG V 2, 6 LL34-37.
[52] e.g. IG VII 3073 LL4, 25-28, 39-40, 47-48.
[53] IG XII 9, 191 LL33-34.
[54] IG XII 5, 647 LL5-7.
[55] IG II^2 1623Ba LL160-199.

16. for the sale of priesthoods at Erythrai[57]; and

17. for the assurance to the state of the genuineness of a bidder's offer at public auctions in Thespiai[58] and on Delos[59].

Guarantors and the Question of the Unity of Greek Law

Anyone reviewing this evidence inevitably encounters an issue which has been controversial among legal historians over the past fifty years: the question of the "unity of Greek law". Gagarin's recent summary of the debate provides a good starting point[60]: on the one hand, he says, there are those who believe that the laws of different city states "rested on the same juristic conceptions". According to these scholars, "Greek law was the realisation of an abstract spiritual unity that bound together the legal systems of the different Greek *poleis* and that differed from the spirit underlying the laws of other peoples. Certain basic concepts are thus evident, however much the positive laws may differ."[61] On the other hand, there are those who, following Finley, argue that "significant substantive differences [in the laws of different Greek city states] are clearly evident even in those few places for which we have a reasonable amount of evidence." For Finley, the kinds of basic concepts identified by the "pro unity" scholars were too general to be of any use and could not be regarded as evidence for a uniform concept of Greek law[62]. In Finley's view, since there is no uniform concept of Greek law, such a concept cannot be used to determine what the law of a city state was where we have no direct evidence from that city state itself of what that law said.

Gagarin's own view is that Finley's claims have a large degree of validity but he adds that this does not necessarily mean that we should ignore points of similarity or dismiss entirely the argument of the "pro unity" scholars that a common cultural heritage would necessarily manifest itself in the legal systems of the different city states[63].

Thür, on the other hand, as a "pro unity" scholar, has argued that in Greek cities matters that were not regulated by a particular law were left to tradition, to unspoken understandings[64]. For him, the study of ancient Greek law is not confined simply to collecting and organising the legal content of the surviving literary and epigraphic sources. It also involves uncovering the basic

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[56] IG V 1390 LL69-73.
[57] e.g. I Ery 201 passim.
[58] e.g. IThesp 53LL14-18.
[59] ID 502 LL8-11 with Feyel (1941).
[60] Gagarin (2005).
[61] Gagarin (2005:30) citing from Wolff (1975b:20-22).
[62] Gagarin (2005:30 and 31) citing from Finley (1975:137).
[63] Gagarin (2005:32).
[64] Thür (2006:25).

legal principles that lay behind them[65]. In Thür's view, work on the sources of the law of a Greek city should take into account knowledge of legal principles derived from the whole of the Greek world. Here are to be found underlying ideas that bring out more clearly the inner structure of the system of law under review[66]. Thür argues that apparent differences between the laws of different cities could sometimes be explained by reference to these basic principles[67] and seeks in his article to demonstrate this in particular in relation to dispute resolution procedures[68]. He explains the differences between the procedures found in the sources as developments from, additions to or adaptations of common procedural principles.

In the particular case of the guarantee, the unity debate would manifest itself in the question: "were there any common legal principles and practices underlying the role and function of guarantors?" The pro-unity scholars would argue that the underlying principles ascribed to the concept of the guarantee throughout the Greek world clearly favour the view that there were. These principles were expounded by Partsch: according to him, a guarantor was someone who undertook to be personally liable to another ("the creditor") if a guaranteed event or result did not occur[69]. The promise that the guarantor gave to the creditor was normally that a third person ("the principal debtor" or "contractor") would do (or not do) something[70]. If the contractor did not perform as the guarantor had promised, the guarantor was liable to the creditor[71]. As far as my researches have been able to establish, no one has ever sought to dispute Partsch's definition; and with reason, for it is consistent with all the available ancient evidence about the role of guarantors that I have reviewed in preparing this thesis. Against this, the anti-unity scholars would argue that the principle underlying the definition of the guarantee, like the principle underlying the law of marriage, is far too general to make any discussion of it worthwhile.

With a view to taking the "unity/no unity debate" further, I propose to enquire whether there were any other legal principles and practices that were shared by the Greek city states in relation to the role and function of guarantors in transactions involving the Greek city state, any of its subdivisions or its gods or goddesses (whom I will individually and collectively call "the community"). I will also ask whether there were important differences. To this end, I will investigate a number of aspects of law and practice concerning these guarantors in selected city states.

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[65] Thür (2006:27).
[66] Thür (2006:28).
[67] Thür (2006:28-34).
[68] Thür (2006:34-57).
[69] Partsch (1909:59; 288).
[70] Partsch (1909:159).
[71] Partsch (1909:194, 209-210 and 288).

Firstly, I will examine the circumstances in which a guarantor would be offered or requested. For example, it may sometimes have been a requirement imposed by law upon on the officials awarding contracts; or it may have been left to the discretion of the officials to decide whether to ask for a guarantor.

Secondly, I will examine whether, if guarantors were required, there were any particular criteria that these guarantors had to meet. It may have been simply a matter of wealth but perhaps other attributes were looked for too. Sometimes we find that more than one guarantor is involved; I will examine whether there were any particular circumstances in which this was thought to be necessary. I will also enquire who was responsible for vetting the proposed guarantors to see if they met these requirements, and what procedures were used for this purpose.

Thirdly, I will examine what the guarantor was expected or required to do if the outcome he had guaranteed was not achieved. He may have been obliged to achieve the outcome himself; or it may have been sufficient for him simply to pay compensation to the community.

Fourthly, I will look at how the guarantee was enforced against the guarantor if he did not do what was required of him, who was responsible for enforcing the guarantee, what powers they had to enable them to enforce it, and whether the guarantor could expect any indulgence from the community in this respect.

Fifthly, I will examine how the interests of guarantors could be protected and whether they received any assistance from the community in this regard. This will involve an examination of the dynamics of the three way relationship between creditor, contractor and guarantor. In some respects the interests of the guarantor and the creditor align – they both wish the contractor to perform. In other respects the interests of the guarantor and the contractor align – neither wishes the obligations of the contractor to be excessively onerous and neither wishes the community to adopt an unreasonable attitude to the enforcement of its rights.

Examination of these questions may reveal differences in approach between different types of transaction, different communities or different periods. But we may also find that there were fundamental similarities in approach across all transactions, across a number of different communities or across an entire period of time. The results of this enquiry will then have to be analysed. For example, similarities may be due to factors other than an underlying unity of "Greek law". Conversely, the fact that there are differences of approach between the different communities may not necessarily mean that there was no underlying unity. The differences could possibly be explained (as Thür sought to do in the case of dispute resolution procedures) as adaptations or developments of core principles. On the other hand, if the differences are

significant and cannot be explained in this way, we may have to conclude that seeking out "Greek law" does not assist us in our examination and understanding of the law and legal practices of particular states.

Reasons for agreeing to stand as a guarantor

On the basis of the discussion of the matters outlined above, I will then tackle what is in many ways the most interesting and most difficult problem concerning the role of the guarantor in transactions involving Greek communities: given the apparent hazards involved in being a guarantor, what benefit guarantors could hope to obtain.

If we can understand what Greek guarantors in transactions involving the community might be letting themselves in for, we may be able to understand better how the risks involved in becoming a guarantor may have been perceived by the guarantors themselves and what motivated them to put themselves forward.

Scholarship to date

There are two monographs on guarantors in ancient Greece; both are quite old and predate the debate on the unity of Greek law. They address some but not all of the issues I have outlined above. Their responses need to be reviewed in the light of inscriptions published since they were written as well as of developments in modern scholarship. Nevertheless these works provide important starting points for my research.

The first of these two monographs is *Le cautionnement dans l'ancien droit grec* by T.W. Beasley (1902), a relatively brief survey of what Beasley regarded as "the Greek law of guarantee" based upon both literary and epigraphical sources. Beasley's aim was "to study as completely as possible the contract of guarantee" and in doing so he examined the application of the guarantee in a number of fields, including leases[72], public works[73], loans[74], banking[75] and contracts of sale[76]. He also examined briefly what he called "political guarantees", which included guarantees associated with *proxenia*[77], and "judicial guarantees" by which he meant guarantees for the appearance of a person at court and guarantees for the payment of judgment debts[78].

[72] Beasley (1902:15ff).
[73] Beasley (1902:20ff).
[74] Beasley (1902:24ff).
[75] Beasley (1902:31-32).
[76] Beasley (1902:32ff).
[77] Beasley (1902:67ff).
[78] Beasley (1902:49ff).

For Beasley, guaranteeship played a role of the utmost importance in social life, whether in civil matters or judicial, in the private life and public life of the citizen as well as in international relations between various states. The act of standing as guarantor was considered a meritorious act and, argued Beasley, not without reason, for the risks could be great. Yet the ubiquity of the practice of requiring guarantors could, in Beasley's view, easily be explained by the fact that most Greek cities to which our documents pertain were in a state of almost constant political agitation, especially in the fourth and third centuries BC, which did not help to establish credit or assure the confidence of businessmen. Further, Beasley argued, where a contract was concluded between a state and a foreign individual, it was very important that the foreigner provided guarantors for the performance of the contract[79].

As the title of his monograph indicates, Beasley assumed that an entity called "Greek law" existed. Thus, if he found evidence of a particular aspect of the law of guarantee at Athens he seems to have assumed that this applied to "Greek law" generally. For example, he says that at Athens, because of Athenian restrictions on the ownership of real estate, guarantors had to be citizens so that it would be easier to make them responsible for losses resulting from the insolvency of the contractor. He seems to have assumed that the same principle applied on Delos. Thus, where he finds a foreign guarantor on independent Delos, he argues that the foreigner must have been granted ἔνκτησις[80]. He does not discuss the possibility that Delian law may have differed from Athenian law in this area, even to dismiss the idea. Nevertheless he does note some differences in the law between different city states (for example on the enforcement of loans), but he makes no comment on those differences[81]. When he discusses the evidence from Athens for the imposition of fines upon guarantors who defaulted in their obligations to the state, he says that we know nothing on this subject in other cities in Greece but argues that it was probable that they differed little[82].

The second, and more influential, monograph on guarantors is Partsch's *Griechisches Bürgschaftsrecht* (1909). This is a detailed study of what Partsch believed to be the Greek law of guarantee with citation and discussion of numerous ancient sources, both literary and epigraphic. Partsch set out to produce a "description of the Greek guarantee" which "tries to trace the development of an ancient legal idea over the course of history". He perceived the value of his research to lie in providing an understanding of "how Roman law reacted to the Greek formulae"[83]. He started with an analysis of the earliest surviving reference to a Greek guarantee – in Hom. *Od*. 8.351 - then described in detail, on the basis of the ancient sources,

[79] Beasley (1902:73ff).
[80] Beasley (1902:4-5).
[81] Beasley (1902:26).
[82] Beasley (1902:45).
[83] Partsch (1909:4-5).

different aspects of the guarantee, including the giving of the guarantee, the legal position of the guarantor, the release of the guarantee and the protection of the guarantor. To support the conclusions reached from the Greek sources, Partsch referred to "Germanic" law and to "Indian" law on the assumption that similar racial cultures were likely to have similar laws[84].

Partsch noted that other Greek states "developed their principles of the law of guarantee" differently from Athens but argued that there was "a panhellenic juristic thought process that prevailed in the particular laws of the Greek cities just as the Greek language lived in the colourful dialects even before the Hellenisitic *koine* had led to a firmer unity of the linguistic form." For this reason Partsch described "even Athenian law against the background of the entire body of ancient Greek sources available". He declared that he would not overlook "local manifestations of the shaping of Greek law" but observed that it was not possible to trace the development in individual jurisdictions because there were so many *lacunae* in the sources. He merely noted "the evidence that did not fit with the Athenian picture" [85].

Like Beasley, Partsch reviewed the use of the guarantee in particular transactions, including loans, tax collection franchises, leases and building contracts as well as in inter-state agreements and in grants of *proxenia*[86]. In a chapter on guarantees in public law ("im Staatsrecht"), Partsch emphasised the strong powers of enforcement in the hands of the officials, who, Partsch argued, could in many cases seize the guarantor's possessions without first having to obtain a judgment from a court. Even where formal legal proceedings were required before execution could be levied against the guarantor's property, special rules applied[87]. Partsch argued that this gave the state a "hold" ("eine wirksame Handhabe") over the guarantors, which in turn ensured that they did not take on excessive debt themselves[88].

Partsch made little general comment on the practical role of the guarantor. However, in a discussion of the possible reasons for the apparent preference of the Athenian state for guarantors rather than other forms of security, he suggested that one of the advantages of the guarantee was that it placed a person alongside the contractor who would supervise the contract in his own interest[89]. This is an important point, which I will discuss further in my thesis.

The only other scholar who has focussed exclusively on guarantors is Donatella Erdas, whose paper on guarantors in the documents of classical Athens appeared in 2010[90]. Because she is

[84] Partsch (1909: 7-8).
[85] Partsch (1909: 5-6).
[86] Partsch (1909: 289-336; 418-423).
[87] Partsch (1909: 386ff).
[88] Partsch (1909: 408).
[89] Partsch (1909: 410).
[90] Erdas (2010).

concerned only with Athens, she does not consider the question of the unity of Greek law. However, she touches on questions concerning the vetting of guarantors, the criteria for becoming a guarantor, numbers of guarantors and sharing of liability, the choice between personal security (guarantees) and security over real estate, whether there was a law concerning guarantors, and the enforcement of guarantees. She also briefly discusses the motivation for standing as a guarantor, suggesting that it may have been practised at a professional level as a form of investment.

Several other scholars have commented on limited aspects of the guarantee and the role of guarantors. Whilst these scholars sometimes touch upon the questions I have outlined above, they were not aiming to address them fully.

Some of these scholars were commenting in the context of studying a particular type of transaction in a particular city state. They therefore did not usually need to consider, or make any assumptions about, whether there was such a thing as a "Greek law of guarantee", nor did they, as a rule, consider possible differences in approach that may have prevailed in other Greek city states[91]. Nor did these scholars in general consider the overall role of the guarantors even in the particular transactions in the particular city states with which they were concerned. One exception was Walbank, who, in his study of the leasing of sacred properties at Athens, observed that standing as a guarantor may often have been an act of friendship or of kin helping kin but argued that where no such ties existed a guarantor probably agreed to act on behalf of the tenant only in return for some form of financial consideration[92].

Other scholars made their comments in the context of studies of a particular type of transaction throughout the Greek world. This enabled them to note similarities in law and practice between different Greek communities in relation to that type of transaction, but in doing so none of them specifically addressed the unity question.

Contracts for public and sacred building work have received most scholarly attention in this regard. Davis, who was writing before the unity debate had surfaced, contrasted the building projects of fifth century Athens, as evidenced by the Erechtheion accounts, where large numbers of skilled workers were individually hired directly by the state, and those of Delphi and Epidauros of the fourth century, where we find fewer individuals taking on larger contracts. Davis argued that the reason for the difference was that whereas at Athens there had been a

[91] Principal works: Behrend (1970) (Leases in Attica); Finley (1952) (Loans in Attica); Hennig (1983) (Leases of Sacred Houses on Delos); Kent (1948) (Leases of Sacred Estates on Delos); Molinier (1914) (Leases of Sacred Houses on Delos); Papazarkadas (2011) (Leases of Sacred Land in Attica); Prignitz (2014) (Building contracts at Epidauros); Reger (1994) (Leases of Sacred Estates and Sacred Houses on Delos); Vial (1985) (Transactions involving Apollo on Delos); Walbank (1983d) (Leases of Sacred Land in Attica).
[92] Walbank (1983d:221).

large population of workers available for hire locally, this was not the case at Delphi and Epidauros. As the size of the contracts grew, the state would ask contractors to provide guarantors to secure their responsibilities[93].

Wittenburg[94] draws a similar contrast between the arrangements made for the construction of public works in Athens and Eleusis in the fifth and fourth century BC with those revealed by the building inscriptions from Delos, Boiotia and Epidauros from the fourth century BC and later. The evidence from the latter communities shows that contractors would take on obligations for large sections of work that would, unlike in Athens and Eleusis, include the supply of materials as well as the provision of labour. Payments would be made in advance. Local circumstances, he argues, must have contributed to this development. This kind of contracting, he contends, meant that the state had to encourage contractors by various means to perform the obligations they had undertaken. A requirement that they provide guarantors for their performance was one of these means. Wittenburg argued that this reflected the weak bargaining position of the authorities in question[95].

In her study of Epidaurian building contracts, Burford remarked that there were sufficient points of comparison between the Epidaurian evidence and the material from elsewhere to suggest that temple building called forth much the same solutions to much the same problems[96]. She saw the guarantors of building contracts at Epidauros in the fourth century BC as "yet another administrative sub-division", "the building commission's allies, so to speak". Emphasising the practical role of guarantors, she noted that in some sense they helped to control the contract; they were mostly citizens of Epidauros, appointed on the strength of their financial and social respectability, and were no doubt inspired to back contractors as a form of public service. She expected that they had "some conception of what the work for the performance of which they were making themselves indirectly responsible required" and more especially of the character of the man they were backing. While some guarantors may have remained completely ignorant of both these aspects and may have thought nothing of the risk (any loss being thought of as sustained in a good cause), many would have wanted to know what they could expect[97].

In his book on artisans in the Greek sanctuaries, Feyel seems to have taken it for granted that the same practice in relation to guarantors was adopted by all Greek city states and sanctuaries. He emphasised the practical role of the guarantor in public works contracts. He argued that the Greek building work force was very diverse, mobile and unstable, and that the sanctuaries tried

[93] Davis (1937:109ff).
[94] Wittenburg (1986).
[95] Wittenburg (1986:1079-1083).
[96] Burford (1969:11-12).
[97] Burford (1969:135).

to stabilise the tradesmen by having recourse to what he described as "the system of contracts". These contracts provided the contractors with certain advantages such as payments on account to help their cash flow. In return for this the authorities imposed upon contractors, among other things, a requirement that they provide guarantors to be responsible in their place in case of problems. Guarantees were thus part of an overall means (which included penalties for non-performance) of stabilising the workforce[98].

On the basis of the building accounts from Athens, Delos, Epidauros and Delphi, Feyel distinguished between contractors remunerated on the basis of a contract, others remunerated for individual pieces of work and labourers paid by the day. He found that these different methods of remuneration reflected differences in the type of work to be done and, further, that there was a hierarchy of contractors corresponding to this hierarchy of work types. Feyel argued that tradesmen remunerated on the basis of a contract, i.e. those in the upper echelons of Feyel's hierarchy, put in place for themselves a form of mutual support which involved contractors standing as guarantors for their colleagues. This support was not entirely financial. In some cases the contractor and guarantor had the same professional specialisation. In case of default, these guarantors could complete the work that had been started, which would have been reassuring to the administrators of the sanctuary. Feyel gave examples of contractor guarantors from Epidauros and Delos, but added that it is not possible to conclude that the contracting parties always chose as guarantors men who were themselves in possession of the same professional skills as the contractor[99].

Outside the realm of building contracts, the study of guarantors has been very limited. In his work on banks and bankers in the Greek cities, Bogaert noted that guarantors were sometimes required[100] but he specifically excluded legal aspects on the basis that it was always hazardous for a non-lawyer to venture upon "ground strewn with traps". This severely restricted any enquiry into the overall role of guarantors in loan transactions. Similarly, in her book on the possession of Greek sacred lands in the archaic and classical period, Horster offers very little analysis of the role of guarantors[101]. More is provided by Pernin, who, in her book on rural leases in ancient Greece, suggests that those cases where lessors did not require guarantors could be explained on the basis that they were well acquainted with the wealth of the tenant[102].

Marek's book on *proxenia* mentioned guarantors only briefly. Marek noted that the appearance of guarantors in *proxenia* decrees seemed to be concentrated in central and northern Greece and

[98] Feyel (2006:331-339).
[99] Feyel (2006:437-467).
[100] Bogaert (1968:292-293; 34 note 30).
[101] Horster (2004).
[102] Pernin (2014:514).

parts of the Peloponnese and he sought reasons for this apparent confinement of guarantors to particular geographical areas. He argued that only in these areas did grants of *proxenia* originally include an express grant of *epinomia* (for which, Marek argued, a guarantor was required in order to make good any material loss suffered by the recipient of the grant if the grant was not fulfilled) and that the practice of appointing guarantors was maintained in these areas even after the specific references to *epinomia* had fallen into disuse[103]. Chandezon pointed out certain difficulties with Marek's view but did not proffer any alternative explanation for the apparent geographical limitation on the guarantee in *proxenia* decrees (that was not the purpose of the discussion in his book)[104].

This brief review shows that, since 1909, the scholarship on guarantors has, to say the least, been "patchy". A fresh look at the evidence, not only from Athens but from other Greek city states, is required with a view to identifying the similarities and differences in the law and practice of guarantees and guarantors, analysing the reasons for the similarities and differences, and understanding more deeply the role of the guarantors in these communities. I hope that this thesis will constitute a first step in this process.

The Scope of my Thesis

As will have been seen from the beginning of this introduction, guarantors are found in a very wide range of different transactions all over the Greek world, from Sicily to Asia Minor. They are also found over a very lengthy period of time. In order to keep my thesis to the required limits, therefore, I have confined it within what are inevitably arbitrary boundaries in terms of subject matter, geographical area and period covered.

Subject Matter

I have confined my thesis to transactions in which an individual gave a guarantee to a city state, to a sub-division of a city state (deme, tribe etc), to a federal organisation (*koinon*), or to one of the gods or goddesses of a city state, one of its subdivisions or of a *koinon*. Thus I do not discuss guarantees given by individuals on behalf of the city state as principal debtor (for example where the city state had borrowed money from a temple or an individual and had provided another individual as guarantor for repayment, or where a city state or *koinon* had made a grant of *proxenia* to an individual which named another individual as guarantor). Here the dynamic of the relationship between creditor, principal debtor and guarantor is very different from that which applies where the city state or other organisation is the creditor.

[103] Marek (1984:147ff).
[104] Chandezon (2003:376ff).

I have also excluded guarantees of manumissions and guarantees provided in respect of the sale and purchase of property whereby the guarantor warranted that third parties would not make a claim to ownership of the property (βεβαίωσις). Here the nature of the guarantees given is very different from the guarantees given in support of a transaction such as a lease or a building contract (they were treated separately by both Beasley and Partsch).

Geographical area

In this thesis, I will concentrate on the evidence from Athens, Delos and Boiotia. This is because these three areas offer the richest epigraphical record: together they provide the greater part of the epigraphical evidence; and they provide evidence of transactions of similar types, which thus permits comparisons to be made. At the same time, however, these three areas provide differing political, economic and social environments within which the guarantors operated.

Most of the evidence for Athens relates to the fourth century BC; the political, economic and social background is therefore that of an independent democratic city state with an agricultural and mercantile economy.

I have treated evidence from Delos from the fourth century BC as part of the Athenian evidence because the island was under Athenian domination at this time [105]. However, the bulk of the Delian evidence is from the third century, when Delos was independent from Athens. There were many similarities between Athens of the fourth century BC and Delos of the third and second centuries BC. Both had similar political structures: an assembly, a Council exercising a probouleutic function, popular courts, and officials appointed on an annual basis from among the citizens to perform various functions. As in Athens, only citizens could own real property on Delos, and, as in Athens, the assembly passed decrees affecting the administration of the sacred estates within the city-state's jurisdiction. These similarities are hardly surprising, given the lengthy period of Athenian domination of Delos in the preceding centuries (indeed, one particular issue to be considered when analysing the evidence will be whether any similarities of principle or practice between Athens and independent Delos regarding guarantors should be explained on the basis of this lengthy domination rather than any underlying unity of Greek law). Nevertheless, there were a number of significant differences between Athens and independent Delos which should make a comparison worthwhile: Vial estimated that, on the basis of the available evidence, the adult male citizen population of Delos at the beginning of

[105] I have treated evidence from Oropos during Athenian domination in the same way.

the second century BC was in the region of 1200[106]; thus the population of Delos was tiny compared with that of Athens. Likewise, the Delian assembly, the Delian Council, and the Delian law courts were all considerably smaller than their Athenian equivalents. The number of official posts requiring to be filled was also much smaller on Delos than at Athens and so was the geographical size of the Delian state. These differences are important for my analysis of the role of the guarantor: relationships between individuals in a small community are likely to have been very different from those in a community twenty times its size. In the former it is extremely likely that the officials, the contractors and the guarantors will know one another well; they may even be related.

Another difference between Athens and Delos is that Athens in the fourth century BC was a free and independent city-state; Delos was in practice subordinate to greater, often distant, powers for most of the period of its independence. Nevertheless, Delos, as the birthplace of Apollo and Artemis, had complete control over their sanctuaries during the period of independence, much as the Athenians had had control over the sanctuaries of their gods in Attica one hundred years earlier. Like the economy of Athens, the economy of Delos was both agricultural and mercantile[107]. But the Delian economy was much smaller than the Athenian economy and in relative terms the sanctuary was much more important economically to independent Delos than the Athenian sanctuaries had been to classical Athens. The sanctuary was Delos' main means of generating wealth. It attracted visitors from all over the Greek world who stimulated local demand for goods and helped to make the island an important centre for local redistribution within the Cyclades[108].

The evidence concerning guarantors in Boiotia all comes from the period of the Hellenistic *koinon*, which lasted from 338 to 172BC. Relatively little is known about the details of the *koinon*'s constitution during this period[109]. However, it is clear that the member cities of the *koinon* (of which there were at certain times up to twenty four in number) enjoyed a considerable amount of autonomy within the federation. They could regulate their own affairs and could even establish and maintain direct relationships with other non-Boiotian states. However, in certain respects their autonomy was constrained by membership of the *koinon*. There was a federal council and a federal assembly. The members of the federal council were

[106] Vial (1985:20); she argued (1985:287-289) that it had been growing gradually during the course of the third century BC. Other scholars' estimates are lower: Hennig (1983:464) argued that it cannot have exceeded several hundred in the first half of the third century BC; Reger (1994:84) appears to have put the adult male population at between 700 and 1000, but offered no evidence for this view.
[107] Reger (1994:50-51).
[108] Reger (1994:51-53).
[109] What follows is based upon Roesch (1965:31, 68-69, 103-107 and 125-141) and (1982:264-265 and 502-503) and Mackil (2013:340-341, 347, 351.353-355, 373-377 and 385-387).

appointed by the cities. The council may have had a probouleutic function[110], reviewing and approving proposed laws and decrees which were then introduced into and voted upon by the federal assembly. Any Boiotian citizen could attend the federal assembly[111] and laws and decrees passed by the federal assembly were binding upon the member cities and applied throughout their territories.

The *koinon* was principally concerned with foreign affairs and military matters. But it also concerned itself with the administration of justice and with pan-Boiotian cults, festivals and sanctuaries. In this last capacity it became involved with the organisation of religious festivals and the building and maintenance of sanctuaries. For this purpose, the *koinon* would enter into contracts with individuals. These contracts were administered by federal officials, who had been appointed either directly by the cities or centrally by the federal assembly.

Politically, therefore, Boiotia contrasts starkly with Athens and Delos. The centre of power was more remote, but the fact that the federal laws applied throughout the confederation could have an important bearing on the relationship between a city or its gods and the guarantors and contractors. Further, the economy of Boiotia was very different from the economies of Athens and Delos. According to Fossey, Boiotia was not a trading state in the same way as Athens or Delos was[112]. Boiotia was more fertile than Attica. Hansen observed that, in contrast with Athens, it was "unlikely that Boiotia had to import large quantities of grain even in normal years" and in good years the region must have "produced most of the foodstuffs consumed by Boiotians"[113]. Bintliff and Snodgrass, too, argued that Boiotia was "largely self-supporting"[114]. Although the number of settlements in the areas of Boiotia from which our evidence comes was much reduced in Hellenistic times when compared with the classical period, the pattern of the economy of these areas appears to have remained very much the same and there appears to have been no significant reduction in population[115]. Thus, Boiotia would have been less reliant upon trade than Athens but agriculture would in relative terms have been more important.

Period

I take the middle of the second century BC as the date beyond which I do not investigate the evidence. The reasoning behind this is that whilst, before this date, Greek city states knew, as Fournier says[116], how to play the ambitions of the Hellenistic kings so as to preserve for

[110] Roesch (1965:128-133); Larsen (1968:178) and Rhodes with Lewis (1997:123-125) disagree.
[111] Roesch (1965:125-126) argued that decisions were made on the basis of equality between cities i.e. each city had one vote. Mackil (2013:341) says that we do not know how votes were taken or counted.
[112] Fossey (1988:479).
[113] Hansen (2006:89-90).
[114] Bintliff and Snodgrass (1985:142).
[115] Fossey (1988:442, 475, 480-481).
[116] Fournier (2010:4-5, 595-596).

themselves a certain liberty of decision making and action, from the middle of the second century BC Roman hegemony could no longer be disputed; the influence of Rome could not be ignored; and the role of guarantors could not be studied without taking into account the "Roman dimension".

The combination of my arbitrary cut-off date and the geographical areas covered means that the evidence I will review covers the following approximate periods:

> Athens: 434-180BC (although most of the evidence dates to the fourth century BC)
> Delos: 314-166BC (I have excluded evidence after 166BC, when Delos was returned to Athenian rule)
> Boiotia: 250-200BC

The Evidence

Athens

Most of the evidence is found in inscriptions. Guarantors are referred to in thirty-seven inscribed documents of different kinds from Athens, two from Oropos dating to periods of Athenian domination of that territory and ten relating to Delos from the period in the fourth century BC when Athens dominated the island. The earliest document is dated to c434/433BC[117]; there are seven other inscriptions from the fifth century BC, thirty-six from the fourth century, three are of uncertain date from the fourth to the second century, and two are from the third century. There are two laws, six decrees of the Council and the People, two decrees passed by demes and one decree by a tribe. We have records of transactions entered into by the city, by its gods, by its subdivisions and by the amphiktyons of dependant Delos. We have financial accounts published by officials of the city and the amphiktyons of Delos. There are three leases, and eleven documents that appear to be specifications or contracts setting out the terms and conditions governing transactions entered into by one of the gods, by a deme, by the Council of Oropos and by the amphiktyons of Delos.

Although inscriptions mentioning guarantors are few, some of them, particularly the lease records of the Lycourgan era, record numerous transactions each backed by a guarantee. The surviving documents are of many different types, and they provide information about a wide range of different transactions: building contracts, leases, sales of real property, loans, tax collection agreements, and debts owed by trierarchs.

[117] IG I^3 133: decree concerning the cult of the Anakes.

Of the total of forty-nine documents, twenty-seven provide names of those contracting with the community and of their guarantors and, sometimes, the price (for example, the rent payable under a lease, or the sum payable to a building contractor for work to be done). Information available from prosopographical studies provides us with evidence about the wealth of some of these guarantors and contractors or their families, and about their political and other activities.

The period from which the Athenian epigraphic material dates coincides, uniquely, with a relatively rich literary record which supplements it and places it in context. This literary record includes the forensic speeches, which contain numerous references to guarantors who have given guarantees to the city and to others who have entered into contractual commitments with the community. [Aristotle] *Ath. Pol.* also contains information which is useful in providing the context in which the guarantors of transactions involving the city and its gods operated (for example, *Ath. Pol* 47.2-48 on the letting of public contracts and the collection of sums due).

Delos

For Delos during the period of its independence, the epigraphical evidence for the activities of guarantors in transactions in which Apollo was involved is far more extensive. In particular, we have the extensive remains of the accounts of the *hieropoioi*, who, as administrators of the sanctuary of Apollo and other gods, managed the financial resources and other possessions of the god located on Delos itself and on the neighbouring islands of Rheneia and Mykonos. These accounts record many transactions of different kinds. They note the grant of leases of the sacred farming estates, setting out the rent agreed, the names of the tenants and of their guarantors, and they contain records of rent received from the tenants, their guarantors and others. The accounts contain similar information relating to leases of the sacred houses. They also record loans made from the sacred funds to individuals and the receipt of payments of interest and repayment of capital from them and their guarantors. The accounts also list payments received from the collectors of taxes, harbour dues, and fees for the ferry crossings to Rheneia and Mykonos. For all these transactions, the accounts also show the amounts that were due and unpaid by various lessees, borrowers and tax collectors, and their guarantors. The accounts record the award of building contracts for work on the sanctuaries of Apollo and other gods and payments made under building contracts and for the purchase of materials for building work. The nature of some of this evidence is in many respects similar to the records of the grants of leases from Athens, although on Delos the records are far more extensive.

In addition to the accounts, we have the remains of a number of building contracts containing information similar to that which has survived in the Athenian building contacts, including

references to guarantors[118]. We also have the so called ἱερὰ συγγραφή, which contained a set of rules governing the administration of the leases of the sacred estates and which included numerous of references to guarantors[119]. So far as concerns laws and decrees, however, the evidence from Delos is far more limited than that available from Athens, where nine decrees mentioning guarantors have survived.

Boiotia

The evidence from Boiotia mentioning guarantors consists of:

- a group of twelve inscriptions dating from the second half of the third century BC relating to the grant or renewal of leases of sacred and public land at Thespiai[120];
- four inscriptions dating to the 220's BC setting out some of the terms of building contracts for the construction of a temple of Zeus at Lebadeia[121];
- an inscription documenting the arrangements for the repayment of a loan by the city of Orchomenos to Nikareta daughter of Theon of Thespiai in 223BC, which, although it concerns enforcement by an individual against a city state, provides us with evidence of procedures which might also be relevant to the enforcement of guarantees more generally[122].

It can be seen that the evidence is much more limited than that available for Athens and Delos. Not only are there fewer documents, but such documents as there are concern only leases, building contracts and loans. This inevitably limits the extent of the comparison that can be made with Athens and Delos. Nevertheless, in the areas where comparison can be made, the evidence provides a good basis for useful comment.

All the epigraphical material presents two main types of problem. Firstly, the date of a relevant inscription is sometimes not certain. This can make it difficult to place an inscription in its chronological and political/social context and has to be taken into account when assessing the evidence, particularly for the purposes of considering possible changes over time both within a specific community and across the different communities. The second type of problem is that the inscriptions are in places poorly preserved. Scholars have proposed supplements for parts of badly damaged text, but these need to be considered carefully before placing reliance upon them as evidence.

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[118] ID 500 – 502, 504- 508.
[119] ID 503.
[120] IThesp 44, 46 – 48, 50-57 (in this thesis references to IThesp are references to the inscriptions contained in †Roesch (2009)).
[121] IG VII 3073 and 3074; de Ridder (1896: 323-325); and Loring (1895:92). I have adopted the dating of these inscriptions suggested by Pitt (2014:376-381).
[122] IG VII 3172.

For ease of reference extracts from some of the epigraphic documents, together with selected literary references, are set out in the Catalogue of Literary and Epigraphic Sources attached as an appendix to this thesis and are referred to in my thesis thus: Cat#[*number of the text in Catalogue*].

Method

As a starting point I have examined the evidence provided by the documents and texts attesting the involvement of guarantors with a community. The terminology used to refer to "guarantee" and "guarantor" in these documents varies. It includes *enguasthai* and *enguan*, and their compounds; *enguos*, *engue* and *enguetes*, and their compounds; and *anadechesthai* and *anadochos*. All these had variations in different dialects. In Boiotia the term *prostates* was sometimes used[123].

Inscriptions do not, in themselves, tell us anything about the reasons why a man would agree to stand as a guarantor. However, where the texts mention the name of the guarantor or the contractor, I have tried to find as much further information as possible about the individuals concerned with the help of prosopographical works, where available. Any information about other obligations, duties and offices guarantors undertook or other guarantees they provided is potentially useful in setting their guarantee in context.

However, the nature of the available evidence imposes limitations on this: regrettably, none of the building contracts from Boiotia provides us with the names of any of the contractors and guarantors involved. By contrast, in the inscriptions that document the leases of Thespiai, the names of fifty seven tenants and seventy seven guarantors are reasonably well preserved. At first sight, this might provide some encouragement for the would-be prosopographist. Regrettably, however, other evidence from Thespiai (and indeed Boiotia generally) is so scarce that we have hardly any useful information about these tenants and guarantors outside the lease documents themselves. Therefore far less can be made of this information than the prosopographical information available to us from Athens and Delos.

By contrast, the greater volume of information that has survived from Delos raises the possibility, at least in some areas, to adopt a statistical approach to the analysis of some of the evidence, for example in relation to the proportion of guarantors of the leases of the sacred estates who were from the upper strata of Delian society. The minute detail included in some of the records, for example noting that tiny amounts (mere *chalkoi*) are owing or spent, suggests a thoroughness that might encourage us to proceed with confidence in the use of statistical

[123] The terminology of the guarantor has been reviewed in great detail by Partsch (1909:87-125).

analyses. However, one must never forget that, although extensive, the surviving records from Delos are nowhere near complete. A statistical approach may therefore not always be reliable.

Our knowledge about the role of the guarantor can be obtained not only from documents and texts mentioning their involvement in transactions but also from documents evidencing similar transactions which do not and clearly never did mention them. Because of the fragmentary nature of the vast majority of inscriptions, only a very few such documents can be identified with certainty, but those that can are useful because they indicate possible limits upon the involvement of guarantors. Other evidence not specifically mentioning guarantors also needs to be considered. This includes evidence regarding the types of transaction (for example lease, loan, building contract etc) that underlie the guarantees, evidence of the role of the officials in Athens, Delos and Boiotia who had responsibility for the administration of these transactions, and evidence regarding the procedures for the enforcement of debts against those who were indebted to the community, including where the debtor was from outside the state where the debt was incurred (e.g. inter-state legal conventions).

As well as the limitations on the available evidence already mentioned there are also a number of problems relating to the interpretation of evidence which have to be taken into account.

Firstly, it is necessary to bear in mind that there are risks in assuming that a practice prevailed in a particular region on the basis of a single piece of evidence of that practice: the evidence may relate to an unusual or "one off" arrangement. For example, we cannot necessarily assume on the basis of a sole surviving contract that all other contracts dealing with the same subject matter were in the same terms; the terms of a sole surviving contract may be the result of negotiations on specific points between the contractor and those awarding the contract.

Secondly, a comparative analysis of the evidence available from different city states at different times is not free from difficulty, particularly where, as here, the extent and nature of the material available from the three regions are so different. The fact that a particular law or practice is evidenced for one region does not necessarily imply that a similar law or practice also existed in another region. On the other hand, the fact that that a particular law or practice is not evidenced for the latter region does not necessarily mean that the law or practice did not exist there. Since the object of my research is to investigate similarities and differences of law or practice in different regions, I shall start with the presumption that the existence or non-existence of a law or practice has to be demonstrated. This means that I am looking for direct positive evidence of the law or practice or its absence in the region concerned. However, there may be circumstances in which it would be justifiable to draw upon the evidence of a law or practice in one region to support the possibility of a law or practice in another region for which there is

limited evidence. This might be permissible where there is evidence of the use of the same practice for two regions but the evidence from one of those regions provides more detail than that for the other. In such a case it might be justifiable to infer that similar details might have applied in the second region notwithstanding the absence of direct evidence for them. For example, if, on Delos there is clear evidence for payments being made directly from the god to the guarantor of a building contract who has completed the work himself, but, at Athens, the evidence exists but is less clear, we may be able to able to infer that the practice existed in both city states. Such an approach is, however, not without difficulty: the question arises of how much similarity there has to be between the attested practices of both city states before one can legitimately "fill the gaps" in the evidence of one city state by reference to the evidence from the other. For example, Vial argued that the Delian Council would approve guarantors for all transactions entered into by Apollo. We have direct evidence of the Council approving the guarantors for a building contract but no direct evidence of it approving the guarantors of other transactions with Apollo. Here, Vial seeks support from the evidence from other parts of the Greek world where the authorities would examine the guarantors of persons who concluded a contract with the state or a sanctuary. One may question whether Vial's inference is justified here[124]; inevitably a judgment has to be made. In my thesis I will adopt a conservative approach to the use of evidence from one region to support an interpretation of evidence from another region. Where of interest, similarities will be pointed out but conclusions will not be drawn.

Finally, with regard to Delos, the accounts of the *hieropoioi* contain numerous entries recording receipt of a payment made by one person "on behalf of" (ὑπὲρ) another[125]. Homolle interpreted these as payments made by guarantors on behalf of contractors[126]. The editor of *IG* follows him in this[127]. A similar approach is adopted by Reger[128]. However, Partsch noted that a payment that is simply described as ὑπὲρ someone need not necessarily mean that the payment was made pursuant to a guarantee; it could have been made as a result of a contract made between the payer and the debtor[129]. We can go further than this: the payment may have been made out of friendship, or on behalf of an orphan, or by a deceased debtor's heir, or because of a family relationship[130]. ὑπὲρ is also used where a payment is made in respect of a loan secured on land that has been taken over or purchased by the payer[131]. I have therefore ignored records of

[124] Vial (1985:104) discussed in more detail on p88 below.
[125] e.g. IG XI,2 158A LL24-30; 274 L18; IG XI,2 287A LL181, 185, 187.
[126] Homolle (1890:451).
[127] e.g. IG XI,2 274 L18 records a payment by Polybos on behalf of Menyllos. In the notes, the editor describes Polybos as a guarantor.
[128] e.g. Reger (1994:344).
[129] Partsch (1909:250); Beasley (1902:4) made a similar point.
[130] The payment by Polybos recorded in IG XI,2 274 L18 (see footnote 127) may have been made on behalf of his nephew, Menyllos, - see Vial (1985:82 stemma XII) – so there was a family connection, but we cannot infer a guarantee.
[131] e.g. IG XI,2 199A L12; see Vial (1985:325).

payments made "on behalf of" someone unless it is clear from the entry itself or from other entries in the accounts that the payer had indeed stood as a guarantor[132].

Arrangement of my thesis

I have arranged my thesis in six chapters. The first five correspond to the questions raised earlier in this introduction as follows:

- When are guarantors required?
- Vetting of Guarantors
- What did the guarantee cover?
- How were the guarantees enforced?
- How could the guarantor limit his exposure?

In each chapter I will consider the question raised by the title of the chapter in relation to Athens, Delos and Boiotia and will compare the law and practice in the three regions and comment on similarities as well as differences.

In the sixth and final chapter I will try to draw these threads together with a view to addressing the question of the unity of Greek law insofar as it related to the law and practice concerning guarantees and guarantors, and responding to the question of why a person would be willing to put himself forward as a guarantor.

[132] e.g. IG XI,2 287A L180.

CHAPTER ONE

When are guarantors required?

In this chapter I will ask whether the officials who were responsible for the relevant transactions on behalf of the community were required by the law to obtain guarantors or whether they were allowed a discretion to decide whether to ask for guarantors. I will also discuss possible reasons for the legislators or the officials (if they had a discretion) asking for guarantors.

I will review the evidence from Athens, Delos and Boiotia with a view to determining whether there were any similarities and differences between the three jurisdictions in regard to these questions.

Athens

A universal law requiring guarantors?

I will start by enquiring whether there was a general law requiring all who contracted with the state to provide guarantors. The evidence supporting the view that there was such a law comes from the scholiast Ulpian commenting upon Demosthenes 24.40 (Cat#A4), where the speaker sets out the law of Timokrates, which he attacks in the speech. The law as it appears in the text of the speech seems to be genuine, although this cannot be free from doubt[133]. It states that if any person in debt to the treasury has been or is in future subject to an additional penalty of imprisonment pursuant to any law or decree, the debtor can provide guarantors for payment of the debt and thus avoid imprisonment. If, however, the debt has not been paid by the ninth prytany, the debtor is to be imprisoned and his guarantors are to have their property confiscated. However, in respect of tax farmers and their guarantors, and lessees and their guarantors, the existing laws (νόμοι) relating to enforcement by the state are to apply.

This last provision, which excluded from the scope of the proposed law tax farmers, lessees and their respective guarantors drew the following very confusing comments from the scholiast (Cat#A4): he informed his readers that tax farmers provided guarantors "from the beginning" (ἐξ ἀρχῆς) so that if they did not pay by the ninth prytany either they or their guarantors had to pay double. He then added that not just tax farmers, but all those in debt to the state (χρεωστοῦντες τῇ πόλει) did this. As soon as they became indebted to the state, he says,

[133] In reviewing the authenticity of the law, Canevaro (2013:114-121), among other things, points to the fact that the bulk of the document is consistent with the extracts from the law quoted in the main body of the speech. There is a problem with the prescript and with the final provision of the law but Canevaro, rightly, in my opinion, rejects the view that this means that the whole of the document must be regarded as a forgery. The suspect provisions (neither of which is relevant to the discussion in this thesis) may be forgeries or corrupted but the wording of the remainder seems reliable.

they had to provide guarantors that they would pay before the ninth prytany, and they themselves remained ἄτιμοι until they paid. If the ninth prytany arrived and they still had not paid, they were imprisoned and had to pay double and were no longer permitted to provide guarantors for payment of the additional amount. The scholiast says that Timokrates wished to relax this so that debtors (other than tax farmers etc) did not have to provide guarantors from the beginning, but in the ninth prytany, so that the debtors could pay at any time during the whole of the ninth prytany without having to pay double. But if they had not paid by the end of the ninth prytany, then they were imprisoned.

Partsch commented that it is clear from the end of the scholiast's note that the scholiast has, in asserting that all debtors to the city had to provide guarantors, drawn an unjustified general conclusion from the proposed law[134]. Rhodes, on the other hand, believed the source sufficiently reliable to enable him to provide a reconstruction (albeit conjectural) of a fourth century law governing public contracts, prescribing that those who became public debtors by undertaking to collect tax or by some other form of contract had to provide guarantors[135].

It seems to me, however, that the scholiast cannot be relied upon here. The evidence of scholiasts generally has to be treated with care. Rhodes himself points out that the concentration on the ninth prytany at the end of the *scholion* is an oversimplification (there were some payments that fell due earlier than the ninth prytany) and that the notion that contractors became ἄτιμοι before their payments were overdue is not credible (how could the consequence of non-payment by the due date possibly arise before the due date had arrived?). Given these difficulties, the scholiast's statement that all those in debt to the state had to provide guarantors from the beginning must in my view be regarded as equally suspect.

Dem. 24.40 does tell us that there were laws dealing with the enforcement of guarantees against guarantors provided by tax farmers and by οἱ τὰ μισθώσιμα μισθουμένοι. A similar expression is used in *Ath. Pol.* to describe the contracts let by the *poletai* (μισθοῦσι δὲ τὰ μισθώματα πάντα - see Cat#A3 para 47.2). According to Rhodes, this "covers all contracts by which an individual agrees to make a payment to the state in return for the right to pursue some activity for a stated period" and "contracts by which the state agrees to make a payment to men who will do a job of work for it"[136]. Adopting Rhodes' definitions, the expression would include contracts for working the silver mines, tax farming concessions and building contracts. On this basis, Dem. 24.40 shows that there were existing laws regarding enforcement against guarantors of these transactions. However, it does not necessarily follow that there must have

[134] Partsch (1909:417).
[135] Rhodes (1972:150); followed by Hunter (2000:27).
[136] Rhodes (1981:552).

been a general law requiring all those who entered into these transactions to provide guarantors. It is quite possible that the law merely stated that the enforcement procedures set out in it would apply to guarantors as well if they had been provided. In addition, Dem. 24.40 does not provide us with any information about requirements for guarantors for transactions involving the gods or the civic subdivisions.

Further investigation is required. To that end, I will review the evidence by type of transaction.

Tax Farming Concessions

The evidence of Andokides 1.134 (Cat#A2) and Xenophon *Poroi* 4.19-20 (Cat#A9) clearly shows that in the fifth to fourth centuries BC it was a normal requirement that guarantors be provided for tax collection concessions. But neither of these sources refers to a law.

The Athenian grain tax law of 374/373BC LL29-31 (Cat#A40) requires successful bidders for the right to collect the grain tax to provide two creditworthy guarantors, to be approved by the Council, for each portion of grain to be collected. One could argue that if there was a law that required all tax collectors to provide guarantors there would have been no need to say this again in the grain tax law. However, as Stroud points out, the grain tax law may have spelled out "only those provisions that departed from or supplemented current practice."[137] Thus, the provision in the grain tax law may have been included because it was necessary to specify the number of guarantors required per portion of grain to be collected. We cannot therefore conclude that there was no general law requiring all tax farmers to provide guarantors. It is quite possible that there was such a law (for example a law governing the procedures for the award of tax collection concessions) and that the grain tax law is adding to it for the purpose of the grain tax law alone.

The Athenian law of 338/337BC regarding the land known as the Nea includes a requirement to sell the right to collect the 2% tax arising from land (Cat#A32 LL11-15). There is no reference to any requirement to obtain guarantors here. However, even allowing for the fragmentary nature of the inscription, the treatment of the sale of the tax collection concession in this law must have been very brief, which suggests that there must have been a considerable amount of detail about it set out elsewhere. If, as seems likely, the *poletai* were involved, the procedures to be followed may have been those mentioned in *Ath. Pol.* 47.2 (Cat#A3). Here too, there is no reference to a requirement for guarantors, but the author does not describe the procedures which

[137] Stroud (1998:28) followed by Erdas (2010:210), who describes the Athenian Grain Tax Law as an "appendix" to the νόμοι τελωνικοί mentioned in Dem.24.96 and 101 (Cat#A4). It is to be noted, however, that Demosthenes refers to these laws only in the context of enforcement.

the *poletai* followed when exercising their sale functions and it may be that these procedures did contain such a requirement.

So far as tax collection concessions are concerned, then, all we can say is that it was the practice to require guarantors and that this may have been because there was a law that required it. It appears from Andokides that the sums involved could be very high indeed. This would explain the requirement for guarantors.

Leases of public and sacred land by the state

Whilst we have a substantial quantity of evidence regarding the involvement of guarantors in the leasing of sacred lands, we have no evidence of their involvement in the leasing of public lands. This may in part be because the state did not normally engage in the grant of leases of public lands for cultivation by tenants[138]. We do have extensive evidence of the leasing of silver mines in Attica, but no direct evidence of guarantors being involved in these transactions or of any law requiring it. Faraguna has suggested that no guarantors were in fact required[139]. We have records of leasing of land on the island of Salamis (IG II^2 1590a) and the law regarding the leasing of the Nea (*Ath.Ag.*19 L7), both of which attest guarantors. It is not clear whether the land concerned should properly be classified as public land. As to the land on Salamis, Walbank took the view that the land was owned by the state[140]. Taylor, on the other hand, canvasses a number of possibilities: that the land was owned by a religious organisation; that it was owned by the state; or that it was owned by the *demos* of the Salaminioi. She does not express a preference for any one of these theories, although she notes that the theory that the land was owned by the state is based upon an assumption rather than upon any evidence[141]. As to the Nea, this was part of the territory of Oropos, recently returned to Athenian control, and was to be used to generate income for the Lesser Panathenaia. The *poletai* were probably charged with responsibility for leasing the land. However, this is based upon a restoration of the text[142] and scholars are divided as to whether the involvement of the *poletai* meant that the

[138] There are differences of view between scholars regarding the extent to which the state granted leases of public lands: Lewis (1990:251) held that the Athenian state did not retain, work or lease anything called *ge demosia*; Walbank (1991:150) maintained that non-sacred land was held by the state only in special circumstances and then, often, not for very long before it was disposed of; Lambert (1997:238-239) identified as "public" land of low quality that had never been owned by anyone but was used in common or possibly not at all. This land was included in sales by demes, phratries and other organisations as part of the sales of land in the Lykourgan era which resulted in the *rationes centesimarum*; Papazarkadas (2011:235) argues that, although public realty did exist in classical Athens, it did not fall within the category of revenue generating estates; Rousset (2013:121) suggests that the evidence indicates that public land was more extensive than is usually assumed; Pernin (2014:524) states that at the level of the city non-sacred property which came into its possession was immediately sold; only demes owned non-sacred property.
[139] Faraguna (2010:140).
[140] Walbank (1991:158).
[141] Taylor (1997:180-182); Papazarkadas (2011:208) likewise says that it is not possible to state unequivocally whether the land concerned was sacred or secular.
[142] Faraguna (1992:343).

Nea was regarded as public land[143]. Even if the lands on Salamis and the Nea were public lands, the evidence of these inscriptions does not really permit us to conclude that it was normal practice to require guarantors for the leases of public lands, particularly having regard to the complete absence of guarantors from the leases of the silver mines. As to the reasons for requiring guarantors in these two cases, the rents for the lands in the Nea may well have been quite high (a total income of two talents seems to have been anticipated[144]) which could have justified a decision to require guarantors. The rents in the record of the grant of leases on Salamis, however, are very modest (ranging from just two *drachmai* three *oboloi* to eighty *drachmai*). Here perhaps the reason was concern about the ability of tenants to pay even small amounts in rent.

Turning now to the evidence for the involvement of guarantors in leases of sacred lands, we start with Xenophon *Poroi* 4.19-20 (Cat#A9), who indicates that in the fourth century BC guarantors were normally required from tenants of sacred land[145]. This is overwhelmingly supported by the evidence of the inscriptions.

Behrend's analysis of leases granted by the Athenian state shows that, for the period covered by my thesis, all of those leases of sacred land which Behrend regarded as sufficiently well preserved to be used included a guarantor[146]. He asserted that the other surviving documents from which mention of them is missing were either not the kind of documents in which one would expect guarantors to be mentioned or are severely damaged. Behrend therefore concluded that guarantors were always required for leases of sacred lands administered by the Athenian state[147].

When Behrend wrote, he did not have the benefit of the work carried out by Walbank on the bulk records of leases of sacred lands dating from 343/342BC to 320BC (*Ath.Ag.*19 L6 and L9-12). If he had, he would no doubt have regarded it as supporting his conclusions. These records show that, where it is possible to tell without restoration[148], there was at least one guarantor for each lease granted. There is no reason to suppose that this pattern was not followed throughout this series of bulk records[149].

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[143] Langdon (1991:64-65) regarded it as public land; Walbank (1991:50) and Papazarkadas (2011:22) as sacred land.
[144] Cat#A32 L16.
[145] Xenephon refers only to guarantors for tax farming in 4.20. Papazarkadas (2011:56-57) suggests that this was a slip and that Xenophon omitted to mention sacred lands because he was anxious to avoid an awkward phrase. It seems to me that it is not necessary to assume such a slip; the reference to sacred lands is implied in 4.20 from Xenephon's previous reference to them in 4.19. In his commentary on the *Poroi*, Gauthier (1976:148-149) appears to have read the passage as including a reference to sacred lands.
[146] See table in Behrend (1970:135).
[147] Behrend (1970:124-125).
[148] For example Cat#A31 LL6-19.
[149] Walbank (1983a:135).

Further, prosopographical evidence indicates that there were many cases in these records where the tenant was sufficiently wealthy to raise doubt about whether a guarantor was really necessary to protect the interests of the god and where the presence of one or more guarantors therefore indicates either that there was a universal requirement for guarantors, which gave the officials no discretion, or that even if the officials had a discretion they never exercised it in practice. For example, we find in the bulk records of leases of sacred land for 343/342BC (*Ath.Ag.*19 L6 LL126-130) that the tenant of a γύης in the neighbourhood of Mesokomai was probably Kleotimos of Atene, a man of the liturgical class[150], at a rent of only 106 *drachmai* per annum. Notwithstanding his obvious wealth and the low rent, he nevertheless provided a guarantor. Similarly, in the bulk records dating to 338-326BC (*Ath.Ag.*19 L10 LL40-44), one of the tenants was Arrheneides son of Charikles of Paiania, "a man active in the liturgical class from 357 to 325 BC"[151], who leased a *telma* belonging to Athena for not more than 49 *drachmai* but still provided a guarantor.

These were not isolated instances. Walbank noted that 15 from a total of 86 tenants in the bulk lease records can be connected with the liturgical class or with prominence in Athenian public life[152]. Different figures emerge from the database of leases contained in Shipton's study of leasing and lending in fourth century Athens. This indicates that 3 of the 45 tenants there identified were liturgists[153]. Papazarkadas has however re-evaluated the prosopographical evidence and prepared a useful catalogue of lessees and guarantors of polis-controlled *temene*.[154] A review of this indicates that of a total of 50 tenants identified, 5 were liturgists and 4 were ascendants or descendants of liturgists. It can be added here that, as Osborne notes, we know of only a small proportion of the total number of liturgists in any one generation, even in the fourth century BC[155], so the number of wealthy tenants may have been higher than has been supposed. Papazarkadas also identifies a further 6 tenants who were "actively engaged in various fields of public life" and 10 tenants who "were very possibly active in public life or belonged to families which were active". But whether these individuals all belonged to "the upper strata of Athenian society", as Papazarkadas suggests, we do not know.

Scholars have generally taken the view that the uniform practice of providing guarantors for leases of sacred lands was the consequence of a requirement of the law. Partsch asserted that an obligation upon the tenants of public and sacred land to provide a guarantor was prescribed by the νόμοι τελωνικοί, but in what way these laws defined the duty to provide a guarantor is

[150] Papazarkadas (2011:308).
[151] Walbank (1983b:198).
[152] Walbank (1983d:224).
[153] Shipton (2000:111-116).
[154] Papazarkadas (2011:299-325).
[155] Osborne (1988:289 note 26).

not known[156]. Behrend suggested that a requirement for guarantors was prescribed by law in the νόμοι πωλητικοί or in a general law on leases of public and state administered sacred land[157]. Such laws, he maintained, corresponded to the τελωνικοί νόμοι concerning the grant of tax collection concessions[158]. Walbank contended that there was a law that dealt specifically with the leasing of sacred lands and suggested that it was possible that the terms and conditions of leases, including requirements for guarantors, were recorded either in that general law or in an enabling decree or similar document relating to the leasing of the lands concerned[159]. Most recently, Papazarkadas has argued that the obligation upon tenants of sacred land to provide guarantors was contained in a νόμος περὶ τῶν τεμενῶν. Some parts of this law may have been repeated in, or derived from, other laws such as the νόμοι τελωνικοί[160].

Here the document preserved in IG I^3 84 (Cat#A10) is of particular relevance. This is a more or less completely preserved decree of 418/417BC which provided for the enclosure of the sanctuaries of Kodros, Neleus and Basile and the grant of leases of the land belonging to those sanctuaries. The decree contains two references to a νόμος. Firstly the decree required the rent to be paid annually in the ninth prytany to the *apodektai* who were then to hand it over to the treasurers of the other gods κατὰ τὸν νόμον (L18). Secondly, the decree required the *archon basileus* to write up ἐς τὸν τοῖχον the name of the tenant, the amount of the rent and the names of the guarantors "according to the law that applies to sanctuaries" (κατὰ τὸν νόμον ὅσπερ κεῖται τῶν τεμενῶν - LL23-25).

Behrend argued that this νόμος could have included general requirements relating to suretyship[161]. Walbank suggested that the law may have governed mechanisms regarding the grant of the leases of *temene* and the payment of rent, possibly including the provision of guarantors[162]. Papazarkadas argues that the law included a requirement that guarantors be provided[163]. However, whilst is is possible to argue that if the law required that the names of guarantors be recorded it must therefore have required that guarantors be provided in the first place, it is also possible, as Behrend acknowledged[164], that it did not go as far as this. It may

[156] Partsch (1909:397).
[157] Behrend (1970:125).
[158] Behrend (1970:107 note 30) citing Dem. 24.96 and 100-101 (Cat#A4).
[159] Walbank (1983d:219); (1991:158, 163-164 and 167-168).
[160] Papazarkadas (2011:57 and 74-75).
[161] Behrend (1970:59).
[162] Walbank (1991:150 and 162). He suggested (1991:162 note 90) that this law was likely to be similar to, if not the same as, the law quoted in [Dem.] 43.58 (Cat#A6), which provided that those who failed to pay the rent for sacred land were to be ἄτιμοι, as were their descendants and successors, until such time as they paid. Behrend (1970:59 note 39) also invited comparison between the two laws.
[163] Papazarkadas (2011:74-75).
[164] Behrend (1970:60).

merely have provided, as Pernin has suggested, that the name of every individual who entered into a contract concerning a *temenos* had to be inscribed[165].

The one example we have from Athens of a νόμος dealing with leases is the law regarding the leasing of the Nea dated to 335-330BC. It appears to have contained an express stipulation that tenants to whom leases were granted were required to provide guarantors ([μι]σθωταῖς ἐγγυητὰς λαμβάνου[σ] - Cat#A32 L11). The text, as restored, appears to be referring to tenants "taking guarantors". As Lewis pointed out[166], this expression is used in Dem.33.7 of the creditor taking guarantors from his debtor rather than the debtor providing them to his creditor. The text is, however, very fragmentary here. Behrend suggested that either [μι]σθωταῖς belonged to a previous clause that has been lost and a new sentence starts with ἐγγυητὰς, or the sentence must be restored with παρὰ τοῖς μι]σθωταῖς ἐγγυητὰς λαμβάνον[τες]. Behrend noted that such a use of παρὰ with the dative is not found elsewhere and therefore suggested that the former alternative was more likely[167]. The apparatus criticus in *IG* II^3 records a restoration suggested by Matthaiou which proposes that the subject of the sentence here was Aiantis (or Aiantis and another tribe) and that λαμβάνου[σ.....] should be restored as λαμβάνουσα so that the sense of the law here was that the tribe(s) should grant leases of the land "taking guarantors". There is no satisfactory answer to the textual problems here, but, if the νόμος did require that tenants of the Nea provide guarantors, one has to ask why, if there was already a law that required the tenants of sacred lands to provide guarantors, it was considered necessary to include this requirement again in the νόμος.

One possible explanation is that the νόμος regarding the Nea was concerned with public lands, not sacred lands. As already mentioned, scholars are divided on this, but if the Nea was public land, the νόμος tends to confirm the evidence of the leases of the silver mines that there was no general law requiring all who leased public land to provide guarantors. That is why a specific requirement for guarantors was included in the νόμος regarding the Nea.

A second possible explanation is that there was doubt in the minds of the legislators as to whether a general Athenian law (if there was one) requiring tenants of lands owned or administered by the state to provide guarantors applied to the Nea at all. It may not have been clear whether land recently acquired by the state which was to be leased with a view to providing income for religious purposes (in this case the festival of the Lesser Panathenaia) fell within the law in question, and therefore, as a precaution, they included a provision specifically stating that guarantors were required.

[165] Pernin (2014:37 and 489).
[166] Lewis (1959:243).
[167] Behrend (1970:65-66).

A third possibility is that the law had changed over time: whereas at the time of IG I^3 84 there may have been a law requiring all tenants of public or sacred land administered by the state to provide guarantors, this may no longer have been in force at the time of the law relating to the Nea.

A fourth possible explanation is that there was no general law requiring all tenants of sacred lands to provide guarantors and that this is why a specific requirement was included in the νόμος relating to the Nea. As indicated earlier[168], the anticipated income from the Nea was very high.

As to the requirement implied in IG I^3 84 to provide guarantors for the leases of the sanctuary of Kodros, Neleus and Basile, this might have been contained in the συνγραφαί referred to in the decree, which stated that the *basileus* (and later the *basileus* and the *poletai*) must let out the sanctuary κατὰ [τ]ὰς χσυνγραφὰς. Walbank believed that these documents contained detailed instructions and specifications for the construction of the enclosure of the sanctuary, not the terms under which it was to be leased[169]. However, they may go further than this. In the main part of the decree (LL1-11), the enclosure of the sanctuary and the grant of the lease are separate transactions, with the *poletai* awarding the contract for the enclosure and the *basileus* granting the lease. In LL4-5 the enclosure and the leasing are both to be κατὰ τὰς συνγραφὰς. In LL5-7 κατὰ [τ]ὰς χσυνγραφὰς is linked to the grant of the lease by the *basileus*, not the award of the enclosure contract by the *poletai*. In the rider to the decree (L11ff) the enclosure of the sanctuary and the lease are now part of a single transaction – the tenant is to be responsible for construction of the enclosure at his own expense (LL11-14). Here κατὰ τὰς χσυνγραφὰς is linked to the grant of the lease. In the light of this analysis of the decree it seems more likely that the συνγραφαί contained provisions relating both to the construction of the enclosure and the terms of the lease. Pernin argues that the συγγραφαί referred to here were general regulations setting out stipulations governing leases of the type envisaged by the decree. She suggests that they covered such matters as the duration of such leases and the enclosure of sanctuaries[170]. In my view, however, the possibility that these συγγραφαί may have been specific to the present project cannot be ruled out, but in either case it is also possible that they obliged the *archon basileus* and the *poletai* to obtain guarantors from the tenants.

It is relevant to note here that the amphiktyons of Delos also appear to have granted leases of sacred land belonging to Apollo on Delos during the period of the Athenian domination of the

[168] p33.
[169] Walbank (1991:155).
[170] Pernin (2014:37 and 489).

island κατὰ τὰς συγγραφάς (ID 89 L19) and there is evidence of the tenants of these lands providing guarantors (Cat#A42, A46 and A48)[171], although it does not by any means follow from this that the tenants were obliged to provide guarantors by the terms of the συγγραφαί referred to here.

What conclusions can be drawn from this? Firstly, guarantors of leases of sacred lands were regularly required. However, we may doubt whether, as argued by Partsch and Behrend, this was because there was a general law requiring all tenants of land owned or administered by the state to provide guarantors. This is because there is not enough evidence to suggest that leases of public lands always required guarantors. On the other hand it is certainly possible that, as argued by Papazarkadas, there was a law requiring all tenants of sacred land to provide guarantors. However, a third view cannot be dismissed, namely that there was no such general law, and that the requirements for guarantors were included in other documents such as συνγραφαί, which may have been prepared specifically for the project. This view would require us to suppose that in the case of the bulk records of leases of sacred lands, the requirement for guarantors was to be found in νόμοι, ψηφίσματα or συγγραφαί in which it was decided that the lands should be leased out or pursuant to which the leases were granted. Where a large number of plots were involved it would not be surprising if the legislators were to introduce a blanket requirement for guarantors in every case regardless of the amount of the rent or the identity of the tenant.

Leases granted by sub-divisions of the state

Although guarantors were regularly required to be provided by tenants of sacred lands administered by the state, the same cannot be said in regard to land owned by a sub-division of the state.

In his analysis of leases granted by civic sub-divisions (although necessarily based upon a very small number of usable examples), Behrend found a number of leases that were sufficiently well preserved for it to be possible to say that they did not require guarantors. It could not be claimed, he observed, that these were exceptional cases[172]. Papazarkadas contends that "placement of sureties was the exception rather than the rule amongst the Athenian political subunits"[173].

[171] Pernin (2014:172 and 490).
[172] Behrend (1970:126).
[173] Papazarkadas (2011:106), although in the case of tribes, he argues that it is possible that the provision of guarantors was part and parcel of their leasing procedures.

Certainly, guarantors were not always required. The general conditions published by the deme of Peiraieus in 321/320 or 318/317BC for the leasing of *temene* and *ennomia* of the deme (Cat#A28) provided that the form of security taken by the deme should be either guarantors or ἀποτίμημα depending upon the amount of the rent (LL2-6). If the rent was above ten *drachmai*, ἀποτίμημα was required; if below ten *drachmai*, a guarantor.

On the other hand, a decree setting out the terms of a lease granted by the phratry of the Dyaleis in 300/299BC required neither guarantors nor ἀποτίμημα but provided that, in the event of non-payment of rent, the phratriarchs were to take possession of the land and, possibly, other possessions of the tenant, "as one does when bringing a δίκη" or "without a court judgment"[174], and to lease the land to someone else (ἐνεχυράζειν πρὸ δίκης καὶ μισθῶσαι ἑτέρωι τὸ χωρίον) and that the tenant was to be subject to court proceedings if any of the rent was still outstanding thereafter (καὶ ὑπόδικος ἔστω Διόδωρος ἐάν τι προσοφείλει τῆς μισθώσεως) (Cat#A17 LL37-40). Similarly, a fully preserved lease, granted by the deme of Aixone, did not require guarantors, but provided for ἐνεχυρασία of the crops produced by the land and all the other possessions of the defaulter in the event of non-payment of rent (Cat#A26 LL7-9)[175].

We must conclude from this evidence that there was no general law requiring all demes or similar organisations to obtain guarantors either generally from those with whom they contracted or specifically from those who took a lease of land. This is the reason why we find that a decree of the deme of Eleusis of 333/332 BC expressly required the lessee of a quarry to provide two men as guarantors (Cat#A37 L29).

Finley explained the apparent difference between the practice of the state, where, in his view, guarantors were invariably required, and that of the civic subdivisions (tribes, demes etc), where they were not, on the basis that the civic sub-divisions were in a different legal position. If money was owed to them, they could not, as the state could, confiscate the debtor's property without a court judgment and sell it in satisfaction of the debt. Civic subdivisions were subject to private law. They therefore asked for security over real property rather than guarantors on occasions[176]. Alternatively, they might, as we have just seen in the leases mentioned above, reserve a right based on contract to exercise ἐνεχυρασία over the debtor's goods[177].

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[174] Wolff (1970); Harrison (1968-1971:II.245-247); Meyer-Laurin (1975); Kränzlein (1976); Pernin (2014:499).
[175] Papazarkadas (2011:119-120); Pernin (2014:499); Pernin (2014:514) suggests that this was because in both the Dyaleis' lease and Aixone's lease the lessors knew that the tenant was wealthy and therefore only required the right of ἐνεχυρασία.
[176] Finley (1952:93-95), relying in particular on the *poletai* records of 342/341BC (Cat#A30 LL498-530). These give details of the confiscation and sale of the property of Nikodemos son of Aristomenes of Oinoe. He owed the public treasury 666 *drachmai* 4 *oboloi* representing a penalty that he incurred to the treasury when, as *epimeletes* of the tribe

One can only speculate as to the circumstances in which a civic sub-division would ask for a guarantor as opposed to some other form of security, or even no security at all. Pernin has suggested that in the case of perpetual leases in most cases no guarantor was required[178]. The Peiraieus inscription mentioned above used a financial threshold to determine when a guarantee would be required and when ἀποτίμημα, but, as Whitehead pointed out, this was not a universal approach[179].

Finley argued that the civic subdivisions showed a tendency to seek security in the form of guarantors. He suggested two possible reasons for this practice: firstly, with leases of 10, 20 or 40 years' duration, to ask for real estate as security would have tied up the property of the tenant for years; secondly, to ask for real estate as security would have excluded the landless tenant from seeking to rent a plot[180].

The latter point may have been the reason behind the financial threshold in the Peiraieus inscription. Whitehead argued that it was intended to bar those without land or houses (to serve as security) from leasing the choicest of the deme's τέμενη and considered Isager's view that the aim of this was to keep out the metics, of whom there were many in the deme of Peiraieus, to be possible[181]. Papazarkadas argues that the important distinction was between cheaper pasture land (for which guarantors were required) and more expensive arable land (for which ἀποτιμήματα were required). He speculates that at the date of this inscription (321-320BC or 318/317BC), when Athens, having been defeated by the Macedonians, had recently lost her ancestral constitution, a large number of citizens had been disenfranchised and great numbers of impoverished ex-citizens may have been living in Peiraieus striving to earn a living out of the port. The 10 *drachma* threshold in the decree would have enabled these landless people to rent some pasturage, if they could find a guarantor[182].

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of Aiantis, he collected that amount on behalf of the tribe but did not hand it over. The amount of this penalty had been doubled when he did not pay it. At the same time he owed the tribe 666 *drachmai* 4 *oboloi*, being the actual amount he had embezzled. Finley noted Nikodemos' property was confiscated and sold because he was a debtor to the treasury, not because he was a debtor to the tribe. Thus in order to lay claim to its money the tribe had to make a claim on the property at the time of the confiscation and sale (ἐνεπίσκημμα), just like a private citizen would, and he concluded from this that subdivisions of the state such as the tribe of Aiantis were in the same position as private individuals so far as concerned recovery of debts. Walbank (1983d:220) and (1991:164) followed Finley here in relation to leases: political and religious bodies, he says, had less chance of forcing a guarantor to make good on a defaulting tenant's obligations, so they were compelled to rely on other means of security.

[177] Whitehead (1986:125) plausibly suggests that it was the exercise of such rights that may have made Euxitheos, the speaker in Dem. 57, unpopular during his time as demarch of Halimous (ἐισπράττων ὀφείλοντας πολλοὺς αὐτῶν μισθώσεις τεμενῶν - Dem.57.63-64).

[178] Pernin (2014:500).

[179] Whitehead (1986:157).

[180] Finley (1952:95).

[181] Whitehead (1986:157-158) citing Isager (1983:32-33). Garland (1987:195) follows Whitehead.

[182] Papazarkadas (2011:121-122).

However, these theories assume that ἀποτίμημα always involved security over land and Finley pointed out[183] that this was not necessarily the case. Indeed, in the case of a debt of even 50 *drachmai* (well over the 10 *drachma* threshold), it would in most cases be much simpler to take a pledge of personal possessions rather than a pledge over land as security. If this is correct, the low threshold would not necessarily prevent metics, or landless ex-citizens, from renting land at a rent of over 10 *drachmai*.

As Erdas has recently noted, the reason for the choice between real and personal guarantees depended upon the needs and requirements of each deme[184]. It is possible that the reason for requiring guarantors on some occasions and not on others may simply have been that civic subdivisions may sometimes have had difficulty in finding guarantors, and that in these circumstances other forms of security were used. Thus, for example, one reason why the deme of Peiraieus set such a low threshold for the provision of property as security may have been that it was unlikely to be able to obtain guarantors for sums above that amount[185].

Loans

Here the evidence for Athens itself is very limited. We have no evidence of lending to private individuals by the state or any of its gods. However, there is evidence of loans by demes. The decree of the deme of Plotheia (Cat#A12 LL19-22) required the officials to lend to the person who offered the highest rate of interest and "persuaded" the officials by "security or guarantor". As Finley noted, the "language implies that the choice was left to the officials and was not determined by the size of the loan."[186] This is in stark contrast to all the evidence reviewed so far for all types of transaction, which suggests that the decision to require guarantors was not normally left to be decided by the officials on a case by case basis. So far as loans are concerned, there is evidence from *horoi* inscriptions that the demes and other civic subdivisions did sometimes require loans to be secured on real estate[187], but whether this was the result of the exercise of choice left to the officials, and if so what was the basis of that choice, we do not know.

For Delos during the period of Athenian domination of the island, we have in ID 98 a record of individuals who have borrowed significant sums from Apollo but who have not paid interest due (Face B LL10-23). If guarantors had been provided, we could expect them to be mentioned as debtors as well but not a single mention of guarantors is found. We can tentatively conclude

[183] Finley (1952:96)
[184] Erdas (2010:206-207).
[185] Discussed further on p86.
[186] Finley (1952:97).
[187] Finley (1952:95-97); Millett (1991:171-177); Rhodes and Osborne (2003:316).

that there was no requirement, legislative or otherwise, upon the amphiktyons of Delos at this time to obtain guarantors.

Sales

Again, the evidence is very slim and indirect. The author of the *Ath. Pol.* tells us that one of the tasks of the *poletai* was to "sell the confiscated property of men who have gone into exile after a trial before the Areopagus and of other convicted men" (Cat#A3 para 47.2-3)[188]. That it may have been the practice of the *poletai*, when performing this task, to obtain guarantors is shown by the records of the *poletai* of the sale of property confiscated by the state from the Thirty Tyrants and some of their supporters (*Ath.Ag.*19 P2) in which, as far as it is possible to tell from the surviving parts of the records, a guarantor was provided for every sale. The word ἐγγυ, which appears repeatedly in the record, has been read to be an abbreviation of ἐγγυηθείς. It applied to the purchaser (see for example Cat#A29, where the purchaser was Sosinomos son of Aristonomos) and has been translated as "properly bonded"[189]. Two of the purchasers were members of the liturgical class[190], but they still provided guarantors notwithstanding the relatively modest purchase prices, indicating that it may have been a general requirement that all purchasers of property confiscated by the state must provide guarantors, allowing the *poletai* no discretion in the matter. This requirement may have been imposed by a law or by a decree or some other document authorizing the sale. We know from these records that the purchase prices could vary quite significantly. With a large number of properties involved, it would not be surprising for the legislators to insist on guarantors in every case regardless of the purchase price and the identity of the purchaser.

The same approach seems to be evidenced by the record of sales at Athens dated to 350-325BC (Cat#A19), which lists the names of the purchasers and the guarantors. One guarantor is named for each transaction. As has been observed[191], the record contains no descriptions of what was being sold or of the price paid. Various possibilities of what these transactions concerned were reviewed by Walbank[192]: sales or leases of land, leases of mines, contracts for public works. Whatever was being sold, however, must have been identical in description and value. Papazarkadas rejects all the possibilities canvassed by Walbank and suggests that the inscription

[188] Translation by Rhodes (1984).
[189] Meritt (1946:184) followed by Walbank (1982:78-79)).
[190] Fragment d L19: Meletos son of Megakles of Alopeke (PA9828); for details of Meletos and his immediate family see Davies (1971:379-382). The price paid by Meletos was only 145 *drachmai*. Fragment g LL10-11: Are…. son of ….lemos of Euonymon: Davies (1971:491) suggested that he was Aresaichmos(?) son of Tlepolemos of Euonymon and either a son or a cousin of Tlepolemos son of Hyperbios of Euonymon. Davies noted that Tlepolemos and his brother, Stephanos, were named in a document inscribed in 380/379BC listing alterations in the liturgic appointments of the year 381/380BC (Pritchett (1946:160 No.17)). The price paid by Aresaichmos was 610 *drachmai*.
[191] Walbank (1995:71); Lambert (2001:57-58 note 29); Papazarkadas (2011:285).
[192] Walbank (1995:72).

recorded the sale of the right to collect taxes in kind similar to the tax collection concessions in the Athenian grain tax law[193].

Regrettably we cannot really tell what property or rights were the subject of this record. However, it does appear that two of the purchasers were Xenokles and Androkles the sons of Xeinis of Sphettos. They were both of the liturgical class[194]; yet they were required to provide guarantors notwithstanding the fact that the price was the same for each sale, again suggesting the existence of a general requirement for guarantors, perhaps imposed by a law or enabling decree or other instrument.

Building Contracts

Here again the evidence is very fragmentary. The author of the *Ath. Pol.* tells us that the *poletai* were responsible for the award of building contracts (*Ath. Pol.* 47.2 – Cat#A3) but does not say whether they were required to obtain guarantors from the contractors. The fact that the very extensive remains of the Erechtheion accounts for the year 408/407 BC (IG I^3 476) reveal only two references to a guarantor (and those in relation to the same contract – see Cat#A13) is surely significant and suggests that at that time contractors did not have to provide guarantors.

On the other hand, when we reach the fourth century BC, the law of 337-336BC for the reconstruction of the long walls, the walls of Peiraieus, and the harbour moles assumes that guarantors were required as a matter of course (Cat#A14 L34). This may be because: (a) it was normal practice at that time to obtain guarantors from building contractors, or (b) there was by then a general law that required guarantors for all public works contracts, or (c) there was a specific requirement for guarantors for this project in another part of the law that has not survived, or (d) there was a specific requirement for guarantors that has not survived in the συγγραφαί for the works, which the law required to be drawn up by the architects and which were recorded on the same stone as the law.

The συγγραφαί attached to a decree of 307/306BC concerning the reconstruction of the City, Peiraieus and Long Walls also appear to assume that guarantors were required (Cat#A15 L112). They state that when the contractors have provided guarantors they will receive payment "in accordance with the law". We do not know what this law provided for. It may, for example, simply have laid down the procedures for making payments to contractors on public works contracts; alternatively it may have been a general law governing all public works contracts, requiring contractors to provide guarantors and stipulating that it was a condition of any

[193] Papazarkadas (2011:285-290).
[194] Lambert (2001:57-58); see Davies (1971:414-415) for details regarding Xenokles and Lambert (2001:57-58) for Androkles.

payment being made to a contractor that he should first have provided such guarantors. Whatever the law may have said, we cannot assume that it was in force earlier in the fourth century BC. Significant political changes had occurred at Athens in 322BC with the abolition of the democracy.

The requirement for guarantors evidenced by the law of 337-336BC and the συγγραφαί attached to a decree of 307/306BC may have been included as a consequence of the use of fewer, larger contracts for the purposes of procuring these public works as opposed to use of large numbers of very small contracts in the last part of the fifth century[195]. The larger contracts placed greater responsibilities upon contractors for the performance of which the community would have wished to obtain assurance from guarantors.

If there was a law during the democracy requiring public works contractors to provide guarantors, it may have applied only to public works strictly so called (i.e. where the works concerned were solely for the purpose and use of the state and did not have any religious or cultic purpose). A document dated to 360/350BC that describes itself as a συγγραφή for work on the sanctuary of Apollo on Delos (Cat#A43) contained a specific requirement for guarantors: τοὺ[ς δὲ ἐγγυη]τὰς καθιστάναι κατὰ :X: ἀξιόχρεως (LL17-18). Two lines further on, provision is made for the *naopoioi* to recover penalties for late completion of the work from the contractor and his guarantors and "to do all other things in accordance with what is written in the συγγραφή for other contractors and guarantors of works" (LL19-21). Partsch argued that the συγγραφή referred to here was a statute of the Delian administration[196] and certainly the reference does seem to be to a document which applied generally to the collection of fines from contractors for building works and their guarantors. It may have been a συγγραφή relating to the execution of works on sanctuaries administered by the amphiktyons of Delos generally. It is possible that this provided not only for the enforcement of fines but also for contractors to provide guarantors. If this is correct, LL17-18 of Cat#A43 set out above would have to be interpreted as supplementing the συγγραφή by stipulating the number of guarantors required, just as the Athenian Grain Tax Law may have supplemented a general law requiring the provision of guarantors by tax collectors, as discussed above[197]. Whether, as Partsch suggested, this συγγραφή was a Delian instrument can only be a matter of speculation, but if the theory of the existence of a συγγραφή dealing with contracts for work on the sanctuaries of Apollo on Delos is correct, the conclusion must follow that these projects fell outside the scope of any Athenian law that required all contractors for public buildings to provide guarantors.

[195] As argued by Davis (1937:111-112) and Wittenburg (1986:1079).
[196] Partsch (1909:411).
[197] p31.

Work on the sanctuaries of Delos may not have been the only building work falling outside the scope of any general Athenian law. A record containing what are described as συγγραφαί relating to the construction of the so-called Portico of Philo at the sanctuary of Eleusis dated to the third quarter of the fourth century BC, almost contemporary with the law of 337/336BC for the repair of the walls and harbour moles, indicates that the work was divided into five parts; three parts were awarded to one contractor and each of the other two parts to one other contractor. Notwithstanding apparently differing sizes in the scope of work awarded, one guarantor appears to have been required for each of the three contracts (Cat#A22 LL28-34). This suggests that the officials in charge had little or no discretion as to whether to ask for a guarantor.

It also appears from this inscription that the procedures for the award of these contracts (and therefore, probably, for the award of other contracts from this period for work on the sanctuary at Eleusis[198]) may have involved a *dikasterion* of five hundred and one at some stage in the procurement process. Perhaps the contracts were awarded in the presence of the *dikasterion*. It is probable therefore that the procedures described by the author of the *Ath. Pol.* for the award of building contracts by the *poletai* did not apply to the award of contracts for work at the sanctuary of Eleusis, and therefore that a separate instrument specific to the project at Eleusis covered the award of contracts for that project[199]. It is possible that a requirement for guarantors was contained in that instrument. The work involved the formation of joints between the stones, an important activity from the point of view of the structural stability of the portico. It could have been for this reason that guarantors were required. If urgent repairs were necessary because the contractor had not carried out the work properly, the guarantor could be called upon to pay for them.

Independent Delos

We have no evidence which directly attests a law requiring all those who entered into a contract with Apollo, or with the city state of Delos, to provide guarantors. As in Athens, therefore, the most convenient way to approach the question of whether guarantors were always required from those who entered into transactions with the Delian state or its gods is by examining the evidence for each type of transaction separately.

<u>Tax farming concessions</u>

[198] IG II^2 1666, 1671, 1673, 1675, 1679, 1680 and 1681; two of these contracts (1675 and 1680) mention guarantors.
[199] This would fit well with the comment in Rhodes (1972:124) that the involvement of the Council and the *poletai* in projects such as these may have ceased after the middle of the fourth century BC.

The accounts of the *hieropoioi* contain numerous entries recording amounts due and payments recovered from guarantors of tax farming concessions, ferry boat franchises for crossings to Rhenaia and Mykonos, and concessions for the operation of the boat haul on Delos. Regrettably the evidence does not provide any answers to the questions I am investigating in this chapter.

Leases of the Sacred Estates

There is no evidence of leasing of public land on Delos. With regard to the sacred estates, however, we can say with some confidence that guarantors were always provided. This is clear, for example from the accounts of the *hieropoioi* for 250BC (IG XI,2 287A LL143-180), which record the grant or renewal in that year of leases of all the estates then known to have belonged to Apollo on Delos and Rheneia. In each case a guarantor was provided.

Even here, however, the position is not entirely free from doubt: when in 250BC the tenants of Rhamnoi, Skitoneia, part of Charoneia and part of Chareteia all failed to renew their guarantors, the estates were re-let to new tenants for whom no guarantors are recorded[200]. It is possible that since the leases were in their last year, the *hieropoioi* decided not to require the new tenants to provide guarantors. However, this would be surprising, since the widespread failure to renew may have been a sign of general financial problems, for example as a result of a poor harvest[201]. Other possible explanations are that the *hieropoioi* simply omitted to record the names of the guarantors; or that the engraver made an error. Whatever the reason for this apparent anomaly, I do not think it sufficient to compel us to depart from the very clear evidence that guarantors were always provided by the tenants of the sacred estates.

This does not necessarily mean that the *hieropoioi* were legally obliged to obtain guarantors. However, as at Athens, the records reveal that wealthy tenants were, notwithstanding their wealth, required to provide guarantors, which suggests either that there was a universal requirement for guarantors, which gave the *hieropoioi* no discretion, or that even if the *hieropoioi* had a discretion they never exercised it in practice. For example Hegesagoras son of Anaximenes was tenant of Nikou Choros in 278BC at a rent of 271 *drachmai*. He was a wealthy man; five years earlier he had stood as *prodaneistes* for a loan to the city of 24,971 *drachmai* (almost one hundred times the rent on Nikou Choros)[202]. Yet he provided a guarantor for his tenancy.

This is not an isolated example. Kent took the view that most tenants belonged to the moneyed class. They were gentlemen farmers to whom the estate and its lease meant not the opportunity

[200] Cat#B17 LL136-140.
[201] All these estates supported vines and, possibly, grain: Reger (1994:193-194).
[202] IG XI,2 162A L7 and 158B LL10-12.

to earn a livelihood but an opportunity to invest capital. He supported his view by noting evidence that mentions slaves being sold by the *hieropoioi* to recover unpaid rent. This, Kent argued, indicated that the estates were worked largely, if not wholly, by slave labour[203]. I am not sure that this evidence supports Kent's conclusion. The fact that a tenant owned slaves does not necessarily mean that he was a wealthy investor. Kent also argued that the large number of tenants of the temple estates who are known to have had leading roles in public affairs at Delos, and the large number who served as guarantors of contracts and whose credit was good for loans of considerable size, showed that for the most part the tenants were men of high social standing and considerable wealth[204]. But Kent did not identify the tenants he was referring to here, nor did he say what criteria he used to identify a tenant who was "of high social standing and considerable wealth".

Vial, followed by Pernin, was more cautious. She argued that in reality we have no idea about the number of tenants who could be classified as rich, noting that whilst, with the exception of the period 240-220BC, we know who most of the tenants were, we know relatively little about who were the holders of official posts such as the *choregoi* (whom Vial was prepared to classify as wealthy if they held that office at least twice)[205]. Pernin estimates that rich tenants represented about 10% of the total tenants of the estates[206].

Hennig pointed out the difficulties in making an assessment of whether the holding of a particular office or the proposal of a decree by a particular individual meant that he was a man of wealth or influence[207]. Hennig adopted the view that holding office as archon, *hieropoios* or *tamias* was an indication that the person concerned belonged to the upper strata of Delian society. However, he stressed that this was not an inflexible rule and that there might be other indications of such status (for example acting as a *prodaneistes* or as an ambassador to another city-state). Even Hennig's approach is however open to criticism. Vial has shown that it is likely that archons were chosen by lot on Delos during the third century BC and that only at the turn of the second century did the method of their selection change to election by vote from among the wealthier levels of Delian society[208]. This suggests that, during the third century at least, being an archon was not necessarily an indication of wealth or influence.

In order to develop appropriate criteria for an analysis of the numbers of wealthy tenants who nevertheless provided guarantors, I start by adopting the criteria that Vial used for determining

[203] Cat#B32 L34; Kent (1948:280).
[204] Kent (1948:320).
[205] Vial (1985:335).
[206] Pernin (2014:231).
[207] Hennig (1983:462-463). Although Hennig's comments were made in relation to the tenants of the sacred houses of Apollo, they apply equally to tenants of the sacred estates.
[208] Vial (1985:190).

whether a person belonged to "la couche la plus riche de la population délienne." In her view, anyone who agreed to act as *prodaneistes* in relation to a loan taken out by the city, and anyone who agreed to act as guarantor for a *prodaneistes*, belonged to this class[209]. To these people, I have added those who borrowed 1200 *drachmai* or more from Apollo; according to Vial, these were among the richest citizens as they had to provide real property as security for the loan[210]. I have also added the *hieropoioi*, who, Vial concluded, came from the richest section of the Delian population[211], and the treasurers of the city, who were probably required to possess a particular level of wealth in order to hold office[212]. My criteria necessarily have to be treated with caution. For example, the accounts of the *hieropoioi* for 250BC record that Timesidemos, the tenant of the estate of Charoneia, provided no fewer than eight guarantors[213]. As Kent commented, confidence in his reliability was justifiably small, since Timesidemos failed to pay the rent in full that year[214]. In the same year he forfeited the lease because he was unable to provide guarantors[215]. Yet Timesidemos was once a wealthy man – he was *prodaneistes* in 282BC for a loan to the city of 24,975 *drachmai*[216]. We do not know how common it was for men to suffer a fate similar to that of Timesidemos. On the other hand, there are many examples of families that continued to be wealthy over a lengthy period of time[217]. This encourages reliance upon the criteria I have used, albeit tempered with a certain amount of caution, particularly having regard to the further problem that has to be born in mind that the identification of individuals as members of wealthy families may not be one hundred percent reliable, even where the patronymic of the individual concerned is known, particularly if his name was one commonly found on Delos[218].

For the period up to 250BC we know of forty-two tenants who provided guarantors and we have further information about twenty-nine of them and their families. As will be seen from Appendix A, these twenty-nine families produce six *hieropoioi*, nine *prodaneistai*, two *anadochoi*, one treasurer and three borrowers of a sum of 1200 *drachmai* or more. Applying the criteria set out above, ten of the tenants could be regarded as wealthy or of wealthy families. Yet the wealth of the tenant appears to have made no difference to whether a guarantor was provided, suggesting that there was indeed a rule that required it or that, if the *hieropoioi* had a discretion, they never exercised it.

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[209] Vial (1985:357).
[210] Vial (1985:372).
[211] Vial (1985:191). The *hieropoioi* were elected (Vial (1985:187)). The considerable time required by the office and its heavy responsibilities meant that only the wealthier Delians put themselves up for election.
[212] Vial (1985):212 argued this on the basis that, from 246BC, treasurers were required from the fact of their office to stand as *prodaneistai* for loans made to the city.
[213] IG XI,2 287A LL27-29.
[214] Kent (1939:239).
[215] Cat#B17 L138.
[216] IG XI,2 158B LL6-7.
[217] As is evident from the family trees constructed by Vial (1985).
[218] Hennig (1983:458).

It is probable, however, that there was actually a requirement for guarantors and that this was contained in the so called ἱερὰ συγγραφή (Cat#B32). In the accounts of independent Delos, συγγραφή usually means a document in which an agreement is recorded, such as a building contract or a loan document; when the accounts recorded the purchase of whitened boards "for the contracts" (ταῖς συγγραφαῖς), they must surely have been for recording single contracts governing specific transactions. Where references to legal authority or powers are required, the accounts often use the noun ψήφισμα, the verb ψηφίζομαι and less often the noun νόμος, usually in the introductory words to a section of the accounts that records the award of building contracts or the grant of loans pursuant to the legal authority referred to. Sometimes, however, the word συγγραφή (usually in the plural) is used in this context as well, often in conjunction with the references to ψηφίσματα or νόμοι. An example is IG XI,2 156A L22ff, where the *hieropoioi* record that they have awarded works (ἔργα) κατὰ ψήφισμα τοῦ δήμου καὶ κατὰ συγγραφάς. Here the term συγγραφαί may be referring to documents setting out regulations or rules governing several transactions (in our example, a number of building contracts) of which records follow in the accounts (as in our example) or are appended to the συγγραφή itself (as in Cat#B33 B LL6-11) . The ἱερὰ συγγραφή, however, appears to be a slightly different sort of document. It was of a more general nature than other συγγραφαί and set out rules applicable to all leases of the sacred estates rather than to, for example, a specific building project[219]. It is possible that it was drawn up by the *hieropoioi* in consultation with the Council and formally approved by the Council and the assembly so as to give it the force of law[220].

Cat#B32 does not describe itself as the ἱερὰ συγγραφή. There are, however, two entries in the accounts of 250BC which suggest that it has rightly been given this name by scholars. In the first entry, the *hieropoioi* record that they re-let the estate of Rhamnoi, οὐ καθιστάντος Ξενομήδους τοὺς ἐγγύους κατὰ τὴν ἱερὰν συγγραφὴν. In the second, they record that they "granted leases of the sacred lands for ten years in accordance with the ἱερὰ συγγραφή"[221]. These entries concern the provision of guarantors and the granting of leases, which are precisely the kinds of matter addressed by the document that has survived as ID 503. It seems reasonable to conclude from this that the references in the accounts to the ἱερὰ συγγραφή are likely to be to that document[222].

[219] Pernin (2014:490).
[220] Ziebarth (1926:108-109) believed that it came about through a decision of the Council and People of Delos. Kent (1948:267) suggested that the *hieropoioi* or possibly the Delian Council drew it up.
[221] Cat#B17 LL136 and 142-143.
[222] Pernin (2014:490).

Although the surviving parts of the ἱερὰ συγγραφή do not contain a specific requirement that the tenants of the sacred estates must provide guarantors, it is highly probable that it did contain such a provision[223]. There are a number of reasons for this. Firstly, the best preserved section of the document, LL30-51, concerned the steps that the *hieropoioi* were required to take against tenants who did not pay the rent. There are numerous references to guarantors here. Secondly, there are references to guarantors earlier on in the document in connection with the provisions that applied in the event of the death of the tenant. These were followed by rules that came into play if a guarantor died. Thirdly, the entries following the second of the references to the ἱερὰ συγγραφή in the accounts of 250BC referred to above consisted of a list of the tenants who had been granted leases of the sacred estates in accordance with the ἱερὰ συγγραφή. Their guarantors are named in every case. Further, these same accounts show that when a tenant who had been awarded a lease failed to provide guarantors, the lease was cancelled and awarded to a different person who did provide guarantors[224]. In the case of leases of sacred houses, as we shall see[225], the original tenant was obliged to make good the difference if the rent under the new lease was less than the rent under the original lease. We have no direct evidence of this happening in the case of the sacred estates[226], but it seems likely that the same rule applied, suggesting that the failure to provide guarantors had been a violation of the ἱερὰ συγγραφη for which compensation would be payable to the god. Fourthly, the first of the references to the ἱερὰ συγγραφή in the accounts of 250BC referred to above indicates that it was also probably a requirement of the ἱερὰ συγγραφή that the tenant must renew his guarantors every year[227]. If the ἱερὰ συγγραφή contained an obligation to renew, it almost certainly contained an obligation to provide guarantors in the first place.

The income from the sacred estates represented the greater part of the income derived by the god from the sanctuary's assets. If the ἱερὰ συγγραφή did oblige the tenants to provide guarantors, it may well have been because of the importance of this income to the god and hence to the Delian community as a whole.

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[223] Kent (1948:274-276) took the view that such a requirement had appeared in the missing first ten lines of the inscription. Pernin (2014:225 and 490) thinks the provision was in LL9-10.

[224] Cat#B17 LL145-146 – Lyses son of Simis was granted a lease of Kerameion in 250BC but failed to provide guarantors and the *hieropoioi* therefore re-let the estate at the same rent (250 drs) to Eudikos son of Philitides, who provided two guarantors; IG XI,2 287A L153 – in the same year, Kynthiades was granted a lease of Rhamnoi but failed to provide guarantors and the *hieropoioi* therefore re-let the estate at the same rent (553 drs) to Parmiskos son of Diodotos, who provided two guarantors.

[225] p54.

[226] In the examples we have, the estate was re-let at the same rent (see footnote 224).

[227] Cat#B17 L136: this must be a reference to a failure to renew guarantors for an existing lease rather than a failure to provide guarantors at the start of a new lease: the grant of the new lease of Rhamnoi is recorded in LL153-155 of these same accounts. More examples of re-letting of leases following failure by the sitting tenant to renew can be found in LL137-140 of this inscription and in the accounts of 207BC (Cat#B22 LL102-106). See Kent (1948:274 note 97).

The ἱερὰ συγγραφή probably came into effect in either 300BC or 290BC[228]. The question therefore arises whether the *hieropoioi* had also been under an obligation to obtain guarantors for leases they granted before this date. Accounts dated to about 304BC recorded tenants of estates who owed rent and their guarantors as ἐγγεγραμμένοι κατὰ τὴν συγγραφὴν[229]. Tréheux argued that this must be a reference to a general ordinance and that this was a συγγραφή promulgated by the Athenian amphiktyons[230]. What this συγγραφή stated is not known. From the reference in the accounts of 304BC just mentioned, it must have contained provisions regarding the recovery of unpaid rent from the tenants of Apollo's estates and their guarantors. Kent thought that it also included a requirement that tenants provide guarantors, although he conceded that there was no direct evidence for it[231]. Fragmentary accounts dated to the last decade of the fourth century BC record the re-letting of an estate after the tenant had failed to renew his guarantor[232]. The amphiktyonic συγγραφή may therefore have obliged the tenant to renew his guarantors, and this in turn suggests that the tenant may also have been obliged to provide guarantors from the very beginning of the lease. Again, however, there is no direct evidence for this.

There is in any event some doubt about the extent to which any amphiktyonic rules still applied after independence. The evidence of the inscriptions from the start of the period of independence to 300BC, the earliest date when it is likely that the ἱερὰ συγγραφή came into effect, shows that there were guarantors and that there were attempts (not wholly successful) to recover from defaulting tenants[233]. In one year payment of a proportion of the rents was postponed to the following year[234]. Tréheux was of the view that the *hieropoioi* continued to work to the amphiktyonic συγγραφή after independence[235]. However, the differences in the lengths of the leases granted by the *hieropoioi* in the years following independence caused Kent to argue that during those years "neither the *hieropoioi* nor the lessees felt any particular need for rigid regulations", although, in Kent's view, the *hieropoioi* did require lessees to furnish guarantors "who were supposed to pay the rent if the lessee were to default."[236] Reger argued that the irregularity of rental levels during this period strongly militated against the view that the

[228] 300BC: Durrbach (1919:177-178); Ziebarth (1926:109); Tréheux (1944-45:289-95); Reger (1994:281-283); Pernin (2014:179). 290BC: Kent (1948:282-285). The arguments seem to me on balance to favour 300BC.
[229] Cat#B2 B L74.
[230] Tréheux (1944-45:293).
[231] Kent (1948:260).
[232] Cat#B1 L5 with Durrbach (1911:26).
[233] More detail on pp147-148.
[234] IG XI,2 142 LL1-4 with Tréheux (1944-45:284-289).
[235] Tréheux (1944-45:293).
[236] Kent (1948:260 and 266).

regulations covering estate rentals during the amphiktyonic period continued in force in 314BC without a break.[237]

One possible scenario may have been that the *hieropoioi* were seeking to enforce those parts of the amphiktyonic συγγραφή they considered should be enforced. This may well have been resisted by the tenants and their guarantors, who may have argued that the amphiktyonic συγγραφή no longer applied at all. Only the introduction of the ἱερὰ συγγραφή would then have regularised the position.

Leases of the sacred houses

When compared with the sacred estates, there is much less evidence regarding whether it was the norm for tenants of the sacred houses on Delos to provide guarantors. However, it does seem to have been the case. As Hennig noted, only four accounts from the period of Delian independence have survived which actually record the grant of leases of sacred houses[238]. The first two, dated to the 260's and to 257BC respectively, are far from complete, but the entries in the surviving parts take the form of a description of the property, the name of the tenant, the rent and the name or names of the guarantors. A guarantor appears to have been recorded in every case, although caution is necessary because many parts of the texts are restored[239]. The fourth of the accounts, dated to 192BC, is the most detailed. It is well preserved and in every case gives the name of the property, the name of the tenant, the rent and the name of the guarantor[240]. However, the third of the accounts, dated to 207BC, merely lists the names of the properties, the names of the tenants and the rent; there is no reference to any guarantors[241]. Hennig noted that this is "surprising" but offered no explanation[242].

The possibility cannot be ruled out that, for some reason, in 207BC the *hieropoioi* did not ask for guarantors. If so, however, it appears to have been the exception. The other three accounts suggest that the *hieropoioi* would usually require guarantors. It seems more likely that the absence of any record of guarantors in 207BC was merely an oversight in record keeping on the part *hieropoioi*. This is suggested by the fact that one of the tenants, Pherekleides, who was granted a lease that year is recorded in a list of tenants owing rent in the same year for the property that he had leased (the androne). The list is introduced by the words[243]: καὶ οἵδε

[237] Reger (1994:218).
[238] Hennig (1983:444).
[239] IG XI,2 268 LL8-16; 226A LL11-22.
[240] Cat#B26 LL1-31.
[241] Cat#B22 LL94-99.
[242] Hennig (1983:447).
[243] ID 366A LL95, 130 and D LL26-27.

τῶν τὰς ἱερὰς οἰκίας μισθωσαμένων ὀφείλουσι καὶ οἱ ἔγγυοι· This suggests that Pherekleides had provided a guarantor but that the *hieropoioi* had omitted to record it at the time.

The view that it was the usual practice for the tenants of the sacred houses to provide guarantors derives further support from the words used in the accounts themselves. Words such as those which introduced the list of tenants owing rent in the accounts of 207BC (οἵδε τῶν τὰς ἱερὰς οἰκίας μισθωσαμένων ὀφείλουσι καὶ οἱ ἔγγυοι· or similar) appear in many other accounts of the *hieropoioi*. For example, in 279BC, the *hieropoioi* prefaced a list of tenants of the sacred houses who have not paid their rent with the phrase: οἵδε ἐνοίκια οὐ [τε]θήκασιν ..... , ἀλλὰ ὀφεί[λουσι] τῶι θεῶι αὐτοὶ καὶ οἱ ἐγγυηταί·[244] Similar words appear in the accounts of 274BC[245]. Sometimes, notwithstanding the wording of the introduction, the names of the guarantors were not actually included in the list on the stone, suggesting that the words have now become essentially formulaic. Nevertheless, the underlying assumption of the words is that all the tenants will have provided guarantors; it was standard practice.

That it was standard practice is also supported by the fact that the records reveal that there were wealthy tenants of the sacred houses who nevertheless provided guarantors, as was the case with the sacred estates. Molinier claimed to identify a number of tenants who were important persons. Several, he argued, were *choregoi* and possessed a large fortune[246]. However, my criteria for the measurement of wealth are different from those used by Molinier; for instance, I have not included *choregoi*, on the basis that Vial concluded from the numbers of *choregoi* required each year that the minimum wealth qualification cannot have been very high[247]. Particular difficulties in identifying wealthy tenants of sacred houses are, as Hennig pointed out, created by the fact that, often, a tenant might be named without a patronymic[248]. Nevertheless, applying my own criteria of wealth[249], there are examples of tenants of sacred houses who were wealthy or from wealthy families but who provided guarantors. For example, Apollodoros son of Amnos, tenant of one of the Xylones in 192BC (ID 400 LL18-19), may according to Hennig and Vial previously have been *hieropoios*[250]. Yet Apollodoros provided a guarantor for the rent on the sacred house. Although the evidence regarding the tenants of the sacred houses is less

[244] Cat#B10 D LL57-62.
[245] Cat#B13 B L93.
[246] Molinier (1914:37).
[247] Vial (1985:359).
[248] Hennig (1983:458).
[249] See pp47-48.
[250] Hennig (1983:477) gives a date of 210 or 206BC; Vial (1983:35) 196BC.

extensive than that for the sacred estates, it does seem that the example of Apollodoros was not an isolated one[251].

Molinier was of the view that the tenants of the sacred houses were actually obliged to provide guarantors[252]. Hennig regarded them as essential for the coming into effect and continuation of the leases[253]. The evidence suggests that they were probably correct. Firstly, as Molinier and Hennig both pointed out, if the tenant did not provide guarantors at the beginning of the lease, the lease was terminated and the house re-let[254]. Molinier gave an example of this from the accounts of 192BC, which have already been mentioned above. A total of 16 properties were let; the *hieropoioi* record that one of these (fifteenth in the list) was originally leased to Demeas son of Silenos at a rent of 50 *drachmai*; Demeas failed to provide guarantors and the property was therefore re-let to another tenant, who did provide a guarantor but paid a lower rent. Demeas was recorded as owing the shortfall[255].

Molinier also argued that, as with the tenants of the sacred estates, the tenants of the sacred houses were obliged to renew their guarantors annually and that failure to renew meant that the lease would be cancelled and awarded to a new tenant. In support of this view, Molinier referred to among other evidence the accounts of 189BC. These recorded that the *hieropoioi* re-let the androne after Agatharchos had failed to provide guarantors. Molinier pointed out that this occurred three years in to a five year lease[256].

Hennig, on the other hand, did not believe that there was a requirement on the tenants of the sacred houses to renew their guarantors annually. He argued that such a requirement, whilst it may have been essential and unavoidable for the leases of the sacred estates, cannot in general have been in the interests of the administration of the temple. It was not always easy for tenants to find guarantors. In the case of the sacred houses the rents were considerably lower and the term of the leases was half that which applied to the sacred lands. Hennig believed that it was more likely that the guarantors were permitted to limit their liability in time and that if a guarantee expired without being replaced, the lease would come to an end. This explains why, in the example cited by Moliner, Agatharchos had to provide guarantors three years into the term of his lease[257].

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[251] Another example: Phokion son of Kleokritos, tenant of the house that formerly belonged to Prokles in 192BC (ID 400 L29) was treasurer in 184BC (ID 442A L11) and, possibly, *hieropoios* in 172BC (ID 461 LL56 and 74); Hennig (1983:495); Vial (1984:353-354).
[252] Molinier (1914:37).
[253] Hennig (1983:448).
[254] Molinier (1914:58); Hennig (1983:448).
[255] Cat#B17 LL24-27; Durrbach (1911:81-82); Molinier (1914:60) and Hennig (1983:455).
[256] Cat#B27 LL53-55; Molinier (1914:64-65).
[257] Hennig (1983:451).

In my opinion, Molinier's view is to be preferred. Hennig failed to recognise the importance to the temple of the requirement to renew the guarantors. It provided the *hieropoioi* with a means of checking the tenant's continuing ability to perform his obligations under the lease and served as an early warning bell of potential problems thus enabling the *hieropoioi* to avoid an actual payment default by cancelling the lease for non-renewal of guarantors and granting a new lease to a different tenant [258]. However, irrespective of whether Molinier or Hennig is correct, the important point is that the records of the failure to replace guarantors during the term of the lease suggest that there may well have been an obligation upon the tenants of the sacred houses to provide guarantors.

Although this evidence points towards the existence of an enactment requiring guarantors for the sacred houses, no regulation equivalent to the ἱερὰ συγγραφὴ has survived in relation to the leasing of these properties. There is a reference to a συγγραφὴ in the accounts of 257BC, where it is recorded: [ἀνεμισθώσαμεν δὲ τὰς ἱερὰς οἰκίας ..... καὶ οἵδε κατὰ συγγρ]αφὴν ἐμισθώσατο.[259] This sentence has been extensively restored. Nevertheless the restoration of συγγραφὴν does seem, as Hennig thought, reliable[260]. Molinier was of the view that this was a reference to a set of regulations analogous to the ἱερὰ συγγραφὴ but applicable specifically to the leasing of the sacred houses[261]. Ziebarth believed that this was incorrect and Hennig too considered the evidence insufficient to permit such a conclusion.[262] However, most of the evidence reviewed above tends to indicate that there was a rule that the tenants of the sacred houses were required to provide guarantors. Whether such a rule was found in a συγγραφή, a ψήφισμα or a νόμος is impossible to say but, based upon the parallel of the sacred estates the likelihood is that it was contained in a συγγραφή and it is distinctly possible that the συγγραφή in the inscription just mentioned may have been a συγγραφή which was the equivalent for the sacred houses to the ἱερὰ συγγραφή.

When compared with the income derived by Apollo from the sacred estates, the income from the leasing of the sacred houses was very small. Yet guarantors were still required. It is hard to explain this other than in terms of the importance of the income, however small it may have been, to the god.

Loans to individuals

[258] If the new rent was less than the old rent there would still have been a loss, but not as great as it would have been if the tenant had defaulted in payment of the rent before the estate was repossessed and then re-let by the *hieropoioi*. If the new rent was the same as the old, there would be no loss.
[259] Cat#B16 L11.
[260] Hennig (1983:442).
[261] Molinier (1914:41).
[262] Ziebarth (1926:88); Hennig (1983:442-443).

Here the evidence from Delos is much more extensive than that from Athens. In the Delian accounts, the surviving records of the grant of loans by the sanctuary to individuals usually record the name of the borrower, the amount of the loan, the names of the guarantors and the name of the person with whom the συγγραφή relating to the loan was deposited. There appear to be only four grants where no guarantor was mentioned. These omissions may perhaps be explained as an oversight; alternatively it is possible that the guarantors may have been named in the συγγραφαί that were identified in the record of the grant of the loans concerned[263].

In addition, it appears to have been normal practice for the borrower to provide not only guarantors but also security over land and the borrower's other possessions. The provision of such security is found without exception in all the records of the grant of loans that have survived. This cautious approach may reflect the great importance the Delians attributed to the prosperity of the sanctuary and their economic dependence on it.

That it was normal practice for borrowers to provide guarantors is reflected in the fact that, as with the tenants of the sacred estates and the sacred houses, we find wealthy persons among the borrowers who nevertheless provided guarantors. For example, Autokles son of Teleson borrowed 600 *drachmai* in 250BC (IG XI,2 287A LL126-129). He came from a family that produced two *prodaneistai* (his uncle, Demeas son of Autokles (IG XI,2 203A LL75 and 78), and his brother, Diogenes son of Teleson (ID 354 L12)), one *hieropoios* (his brother, Diogenes son of Teleson (ID 316 L2)) and one treasurer (his cousin, Antigonos son of Demeas (ID 355 L5)). Also in 250BC, Diaktorides son of Theorylos borrowed 400 *drachmai* (IG XI,2 287A LL129-131). He was a *hieropoios* in 247BC (IG XI,2 287D L11 and ID 290 L142), his father (Theorylos son of Diaktorides) was a *prodaneistes* in 269BC (IG XI,2 203A L75), his brother, Kallisthenes, had been an *anadochos* with one other for a loan of 2,400 *drachmai* in 269BC (IG XI,2 203A L75) and another Kallisthenes son of Theorylos (who, Vial argues, belonged to the same family[264]) had been a *hieropoios* in 298BC and a *prodaneistes* in 282BC (IG XI,2 148 L2 and 158B LL14-15). Both Autokles and Diaktorides provided guarantors notwithstanding their considerable wealth and the relatively modest amounts of the loans.

[263] Records of the grant of loans are to be found in Cat#B17 LL126-131; Cat#B18 LL1-35; ID 290 LL131-135; 298A LL185-195; 342A LL1-9; B LL10-19; 362B LL3-20; 363 LL36-47; 365 LL16-22; 371A LL45-50 (loans recorded in LL48-49 and 49-50 do not appear to have included guarantors but the other loan recorded in this inscription (LL46-48) named the guarantors and identified the relevant συγγραφή; the omissions in LL48-50 may therefore have been an oversight); 372A LL118-134 (no συγγραφαί identified); 396A LL37-55; 406B LL1-54 (the loan recorded in LL52-54 does not appear to have included a guarantor but identified the συγγραφή which covered the loan and may have named the guarantors); 407 LL22-43 (the loan recorded in L42 mentioned guarantors but did not name them and the loan recorded in L43 does not appear to have included guarantors; however, in LL22 and 38 there appear to have been references to συγγραφαί that covered all the loans listed in this part of the inscription and may have named the guarantors).
[264] Vial (1983:290).

Again as with the tenants of the sacred houses who had not paid rent, the *hieropoioi* recorded the names of borrowers who had not paid interest. Often a list is introduced by words such as καὶ οἵδε τόκους ὀφείλουσι καὶ ἔγγυοι[265]. Sometimes the guarantors are not named but the assumption underlying these words is that all borrowers provided guarantors. From the last quarter of the third century an entry sometimes appears in the accounts stating for example: ἐὶ δέ τινες ὀφείλοντες τόκους τοῦ ἱεροῦ ἀργυρίου μὴ ἀποδεδώκασιν, ἐγγράφομεν ὸ φείλοντας αὐτοὺς καὶ τοὺς ἐγγύους. Here again the underlying assumption is that guarantors were always provided[266].

Despite the fact that it appears to have been normal practice for borrowers from the god to provide guarantors, there is no direct evidence from which we can definitely conclude that this was because there was a legal obligation upon borrowers to do so and upon the *hieropoioi* to require them. No νόμος, ψήφισμα or συγγραφή concerning the grant of loans by the temple of Apollo has survived[267]. The accounts for 281BC speak of the *hieropoioi* lending money from the ἱερὸν ἀργυρίον κατὰ τὸν νόμον[268]. Regrettably, however, the lines that follow are too mutilated to enable us to know whether the borrowers provided guarantors. Vial noted that the assembly would decide the amounts that the sacred treasury could lend to borrowers, citing the accounts of 179BC in which the *hieropoioi* record that they withdrew 500 *drachmai* from a particular jar for the purposes of a loan to Euboeus[269]. It is possible that individual decrees of the assembly authorising the grant of specific loans may have dealt with the requirement to provide guarantors but we cannot be sure.

As to the reasons for including a requirement for guarantors, this can probably only be explained on the basis of the importance to the god of the ability to obtain repayment of the loans should this be necessary.

Building Contracts

In an entry in their accounts for 274BC, the *hieropoioi* record that they have awarded (ἐξέδομεν) works with the architect and the *epimeletai* κατὰ τὸν νόμον. These introductory words are then followed by a list in which the work, the contractor and the price are given, but

[265] Cat#B14 D LL67-70; other examples: Cat#B16 LL23-27; IG XI,2 287A L189; ID 291 fgt d LL21-28; 317 fgt a LL6-12; 353B LL1-43; 363 LL56-73; 366A LL111-128; 369A LL19-35; 372A LL170-189; 407 LL44-45; 410bis LL14-16; 439 fgt c LL28-36; 442A LL240-250; 444A LL40-51; 457 LL28-39.
[266] ID 346A LL13-14; 366A L135; 369A L42; 376 L16.
[267] There are numerous references to συγγραφαί but these are the individual contracts recording the terms of each loan and deposited with a third party (see discussion on p49 of the different senses in which the word συγγραφή is used in the Delian accounts).
[268] Cat#B9 L74.
[269] Vial (1985:144) and Cat#B28 A LL71-72.

there are no references to guarantors[270]. Indeed there are many other lists in the accounts of the *hieropoioi* recording the award of building contracts in which the works are described, the price stated (usually) and the name of the contractor given, but guarantors are not mentioned[271]. When one compares this with the records of the grant of leases of the sacred estates or the sacred houses as well as the records of the grant of loans, the omission of any reference to guarantors is surprising and might suggest that for these building contracts no guarantors were provided. However, that this is not necessarily the case is shown by two such entries for which the actual contracts awarded have survived. For both these entries the contracts themselves record the names of the guarantors[272]. It appears, therefore, that the *hieropoioi* recorded the award of building contracts in a different way from the grant of leases and (perhaps with a few exceptions[273]) loans.

Nevertheless, it does appear from other records that guarantors were not always provided for building contracts. For example, the accounts for 246BC contain a long list of entries in which the *hieropoioi* record the payments they made to contractors under their contracts. In each case they briefly describe the works, name the contractor and give the agreed contract price before going on to record payments of the instalments due under the contract. A total of twenty-nine of these entries has survived on the stone. We can be certain that no guarantors were named in twenty-four of the entries. In one entry we cannot be sure whether guarantors were mentioned or not (although it is likely that none was named since there appears to have been insufficient space on the stone). In four entries, however, the *hieropoioi* recorded that they made payment of the first instalment after the contractor had provided guarantors (ἐγγύους κατασήσαντι)[274].

It could be argued that the absence of any reference to guarantors from twenty-four of the entries does not necessarily mean there were none. They were simply recorded elsewhere, for example in the contracts themselves. The reason why the guarantors appear in the four entries, it could be argued, was that their names had not been recorded in their contracts. On the other hand, the accounts of 246BC are (as are many other accounts recording payments to building contractors) notable for their caution and defensiveness. In all but three of the twenty-nine

[270] Cat#B13 A LL72-74.
[271] For example Cat#B3 LL10-12, 17-18; 146A LL72-73; Cat#B5 A LL6-7 and 10-12; Cat#B8 LL52-57; Cat#B10 A LL44-46 and 51-52.
[272] Cat#B5 A LL6-7 records the award of a contract for the στρῶμα of the temple of Apollo to Damasias of Paros; no mention is made of either price or guarantors; Cat#B31 is a contract for the construction of the στρῶμα of the temple of Apollo in which the name of the contractor is the same Damasias. In the contract the price is stated and his guarantors are named (A LL24-25). Similarly, Cat#B10 A LL44-46 records the award of a contract for the construction of fifteen coffers for the peristyle at the front of the temple of Apollo to Phaneas son of Kaikos and Peisiboulos of Paros for the sum of 300 *drachmai* per coffer; Cat#B33 is a contract for coffer work. Face B records the award of the work to Phaneas son of Kaikos and Peisiboulos of Paros at the rate of 300 *drachmai* per coffer. Although the issue is not free from doubt, Holland and Davis (1934:71-72) were, I think, correct in arguing that the same job is being referred to in both the accounts and the contract.
[273] See p56.
[274] Cat#B19 LL192-194, 200-202, 215-217 and 218-220.

entries, the *hieropoioi* carefully record that the last payment, and occasionally other payments as well, was made on the instruction of the architect (ἀρχιτέκτονος κελεύοντος, or similar)[275]. The purpose of these repeated references to the instructions of the architect is clear: it was to protect the *hieropoioi* from any criticism (and possible suspicion of corruption) in relation to the payments made. By the same token, one would expect the *hieropoioi*, if guarantors were required, to mention specifically that the contractor had provided his guarantors when recording the payment of the first instalment in the accounts, even if the requirement for guarantors or the names of the guarantors provided had been recorded elsewhere. However, in many of the entries the *hieropoioi* do not do this[276]. One is driven to the conclusion that if a guarantor was not mentioned in this inscription, no guarantor was required[277].

In the light of this conclusion it seems unlikely that, when the *hieropoioi* recorded in their accounts of 274 BC that they had awarded certain building contracts κατὰ τὸν νόμον and then set out the names of the contractors and the prices[278], the νόμος referred to included a requirement that all building contractors had to provide guarantors (even if, in that instance, guarantors were in fact provided and their names recorded elsewhere).

The only other reference to a νόμος in connection with the award of building contracts is in a building contract dated to 250BC. This provided that the contractor was to receive the first payment when he had provided a guarantor acceptable to the *hieropoioi* and the *epimeletai* and ἀξιόχρεως κατὰ τὸν νόμον[279]. Again, in the light of the discussion above, it seems unlikely that this νόμος required that all building contractors had to provide guarantors before receiving any payment (or the first instalment where the price was payable in instalments) under their contracts. However, it may have provided either (a) that if, in relation to a given project, a building contractor was required to provide a guarantor, the guarantor had to be acceptable to the *hieropoioi* and the *epimeletai* and ἀξιόχρεως (and the νόμος may have specified what that adjective meant), or (b) that if, in relation to a particular project, a building contractor was

[275] ID 290 LL146, 147, 149, 150, 152, 154, 155, 158, 164, 168, 172, 178, 180, 182, 184, 185-186, 190, 194, 195, 197-198, 202, 203, 204, 207-208, 210, 211, 214-215, 224, 225-226 233-234 and 239 (in the three cases which do not mention architect's instructions, the text where we would expect the reference to the architect's instructions to appear has not survived: LL218, 220-221 and 228).
[276] A very large number of other entries in the accounts record payment of the first instalment to contractors without mentioning that it was made only after the contractor had provided guarantors, e.g. Cat#B10 A L47; Cat#B14 A L79; ID 366A L2; 443 Bb L141.
[277] It is possible that guarantors were required but that they did not have to be provided as a condition of receiving payment and therefore the *hieropoioi* did not mention them in their accounts. However, this seems unlikely, firstly because it would be inconsistent with what we know about the payment provisions of Delian building contracts, which require require guarantors (see pp182-183) and secondly because, even if there was no express provision in the contract making payment conditional upon the contractor providing guarantors, one could still expect the *hieropoioi* when recording payments made to the contractor also to record that the contractor had provided his guarantors.
[278] Cat#B13 A LL72-74.
[279] Cat#B35 LL20-23.

required to provide a guarantor, he had to provide the guarantor before receiving any payment under the contract.

If a requirement for guarantors was not laid down in a νόμος, it is possible that it was contained in a ψήφισμα or a συγγραφή. Vial noted that the assembly decided upon the works to be carried out to the temples and the properties of the god[280]. An example is found in the accounts of 246BC already discussed: [τάδε ἔ]ργα ἐξέδομεν ψηφισαμένου τοῦ δήμου μετὰ τοῦ ἀρχιτέκτνος καὶ τῶν ἐπι[με]λη[τῶ]ν[281]. Here we have seen that a guarantor was required for only some of the contracts. It seems unlikely, therefore, that the ψήφισμα referred to required the contractors to provide guarantors. Similar wording can be found, for example, in the accounts for 282BC. In this case it is followed by a list of awards of numerous contracts stretching over several lines of well-preserved inscription but no guarantors are mentioned[282]. However, as has already been seen, the absence of any mention of guarantors (or the failure to name them) does not necessarily mean that there were none. So here the ψήφισμα may or may not have required guarantors. In the accounts for 224BC, on the other hand, similar introductory wording is followed by not only the award of the contract, but also by the payments made under it; and the first payment is recorded as having been made only after the contractor had provided guarantors[283]. It is possible, therefore, that some ψηφίσματα required guarantors and others did not, depending upon the nature of the work involved. Regrettably, we cannot draw any firm conclusions[284].

The earlier building accounts sometimes refer to contracts being awarded also in accordance with a συγγραφή. An example is found in the accounts of 297BC in which the *hieropoioi* record that they have awarded contracts for work in the Asklepeion κατὰ ψήφισμα [τοῦ δήμου καὶ κατὰ σ]υγγραφὴν μετὰ τῶν ἐπι[μελη]τῶν καὶ ἀρχιτέκτονος[285]. Similar wording can be found in other accounts from the first half of the third century BC[286]. Some refer to contracts being awarded ὑπὸ κήρυκος ἐν τῆι αγορᾶι κατὰ συγγραφὴν[287] or simply κατὰ συγγραφὴν (without reference to a ψήφισμα)[288]. However, later accounts do not refer to a συγγραφή when recording the award of building contracts, but only to a decree of the people. As already discussed, some examples of συγγραφαί for building works have survived. The συγγραφή for the construction of the στρῶμα for the temple of Apollo also

[280] Vial (1985:143).
[281] Cat#B19 L144.
[282] Cat#B8 LL52ff.
[283] Cat#B20 L70ff.
[284] Other examples of building contracts authorised by ψηφίσματα: Cat#B10 A L44ff; IG XI,2 203A L79ff; ID 366A L1; and 443Bb LL139-140.
[285] Cat#B5 B LL11-12.
[286] IG XI,2 156A L22; Cat#B8 L52; Cat#B10 A L44; Cat#B9 L79.
[287] Cat#B3 LL11-12, 17-18; IG XI,2 146A L73.
[288] Cat#B5 A LL7, 11 and 14.

dated to 297BC, if correctly restored by Feyel, required the successful bidder to provide guarantors within three days of the day upon which he is awarded the work[289]. This suggests the possibility that the requirement for guarantors came from the συγγραφή itself. A part of the συγγραφή needing no restoration makes the first payment conditional upon the contractor having provided guarantors[290]. This again suggests that the requirement for guarantors may have come from the συγγραφή.

A συγγραφή such as that just referred to differed considerably in content from the ἱερὰ συγγραφή discussed earlier. The latter was a general regulation governing all leases of the sacred estates; the former a specific building contract for a particular project. Yet it may be that the process by which each came into existence was the same. Both may have been drawn up by or under the direction of the Council and approved by the assembly[291]. Both thus had the force of law. Both required guarantors.

I have already mentioned the contract of 250BC in connection with the possibility that a νόμος may have required guarantors. This contract, like that of 297BC, said that the contractor was to receive the first payment when he provided a guarantor[292]. It may be, therefore, that here too the requirement to provide a guarantor was laid down in the contract itself. If so, when the contract stated that the guarantor had to be acceptable to the *hieropoioi* and the *epimeletai* and ἀξιόχρεως κατὰ τὸν νόμον, the νόμος referred to stipulated that guarantors of building contractors should be acceptable to the *hieropoioi* and the *epimeletai* and ἀξιόχρεως (i.e. alternative (a) on page 59). Such a law would ensure that proper processes were put in place every time a guarantor was required but, if my theory is correct, it would be either the συγγραφή, drawn up by the *hieropoioi*, the *epimeletai* and the architect and approved by the assembly or the ψήφισμα authorising the project and the expenditure that stipulated the requirement for guarantors for the contracts on that project.

It seems probable, therefore, that on independent Delos the requirement for building contractors to provide guarantors (unlike the requirement for tenants of the sacred estates and houses) was stipulated on an ad hoc basis for particular projects, depending upon the extent and nature of the work concerned, either in the ψήφισμα that authorised the project or in the συγγραφή (or συγγραφαί). The latter may have been drawn up for the project by the *hieropoioi*, with help from the architects and *epimeletai*. Here, therefore, the position seems to have been similar to

[289] Cat#B31 LL9-10 and Feyel (1941:161); as to the restoration, see p62 footnote 295.
[290] Cat#B31 L12.
[291] Vial (1985:143-144); and see p49.
[292] Cat#B35 LL20-23.

that which prevailed in Athens of the fourth century BC in relation to building contracts for sanctuaries (for example at Eleusis discussed above[293]).

It is possible that on occasions the *hieropoioi* may have asked for an additional guarantor to address the problem that could arise if the contractor, having been awarded a contract for certain work, failed to provide guarantors acceptable to the *hieropoioi*. The evidence comes from the contract for the construction of the στρῶμα for the temple of Apollo dated to 297BC referred to above. The relevant lines are fragmentary. However, based upon a re-reading of the stone by Davis in 1933 and similar arrangements found at Thespiai[294], Feyel proposed restorations which, if correct, required bidders to provide an ἐγγυητὴς τοῦ ψεύδους. Feyel described such a guarantor as a "provisional" guarantor who was only obliged to guarantee the god against the risk of irresponsible bidding. Three days later, the bidder was required to provide definitive guarantors (called τῆς ἀληθείας ἐγγυητάς in this inscription). Upon provision of such guarantors the ἐγγυητὴς τοῦ ψεύδους was released. But if the successful bidder failed to provide τῆς ἀληθείας ἐγγυηταί, the works were to be offered again to bidders, and if the contract was let at a higher price, the *hieropoioi* were entitled to recover from the erstwhile bidder and his guarantor the amount by which the contract price under the new contract exceeded the contract price that would have been payable under the original contract, had it proceeded[295].

Boiotia

For Boiotia, we have evidence only for leases of public and sacred land and building contracts. I will start with the leases.

Leases of Public and Sacred Land

A number of documents pertaining to the leasing of public and sacred land survive from Thespiai from the last half of the third century BC. Of those that record in reasonably complete

[293] p45.
[294] Discussed in more detail on pp65-66.
[295] Cat#B31 LL9-12 with Davis (1937:120-125) and Feyel (1941). Feyel's restorations are based in part upon similar legal practices found at Thespiai. In a comparative study such as my thesis, it is necessary to consider carefully whether such restorations should be relied upon where practices in Delos and Thespiai are the very things being compared. However, it seems to me that Feyel's restorations fall within the category of "filling in the details" outlined in my Introduction (pp26-27). It seems clear from the non-restored text as read by Davis that we are dealing here with the use of guarantors to address the possibility of bids not being made in good faith. Accordingly it seems to me to be legitimate to fill in the details and restore the text with the assistance of the terminology used in the Thespian inscriptions. In my view, Feyel's interpretation is certainly to be preferred to that of Velissaropoulos-Karakostas (2011:II 376-378), which does not take into account the re-reading of the text by Davis and involves a rather complicated explanation based upon the possibility that a successful bidder might be accused of putting in a false bid and and that rival bidders might commence a δίκη ψεύδους against him.

form the grant of leases all except one show that guarantors were provided[296]. In one case, a tenant who leased land for as little as 6 *drachmai* per annum nevertheless provided a guarantor. There were three other cases where tenants who leased land at a rent of 8, 12 and 13 *drachmai* respectively all provided guarantors[297].

The one exception is a document (Cat#C8) which records the leasing of lands purchased with money received from King Ptolemy and Queen Arsinoe. The names of the tenants, the rents and the durations of the leases are recorded, but there is no reference to guarantors notwithstanding the relatively high rents (1451 *drachmai* in one case, 250 *drachmai* 1 *obolos* in the other). It is possible that the guarantors may have been recorded in another part of the inscription which has not survived. However, this is in stark contrast to the other Thespian records which include guarantors as well as the tenants and the rent, all in the same place. Although the possibility cannot be excluded that there may have been special reasons for the absence of guarantors from this inscription (for example the source of the monies may have meant that the leases fell outside the terms of any law requiring guarantors), the evidence of this inscription *prima facie* suggests that there was no law in Thespiai at this time that placed an obligation on the officials to obtain guarantors.

This view is supported by the fact that where guarantors were provided, this reflected a specific requirement to do so[298] found in documents, described as προρρήσεις (in dialect: πρόρρεισεις)[299], which set out the terms and conditions upon which leases of public or sacred lands were granted[300]. There would be no need for such a specific requirement if there was a law that already provided it.

The προρρήσις found in Cat#C1 LL5-7 required a maximum of two guarantors[301], approved by the *katoptai*. The πρόρρησις in Cat#C2 LL5-7 contained a similar provision[302]. Here,

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[296] IThesp 47; 50; 54 LL12-13 and 37-59; 55 LL29-31; 56 LL15-50. All these lists of leases are very similar in content to many of the documents recording the grant of leases at Athens and Delos.
[297] IThesp 56 LL39-41 (6 drs); 56 LL45-47 (8 drs); 56 LL28-29 (12 drs); 47 L11 (13 drs).
[298] See Cat#C1 LL6-7, Cat#C2 LL5-7, Cat#C3 L13 and Cat#C6 L16.
[299] Buck (1998:25 and 153).
[300] That this was their purpose can be seen from a document recording the renewal of leases, which provides that the renewals were granted upon the same terms as the former leases: κὰτ τὰν πρόρρεισιν καθ᾽ ἂν κὴ τὸ πρότερον μεμισθωάθη (Cat#C7 LL5-6). Six προρρήσεις have survived but none of them is complete: IThesp 44 (the lines identifying the land concerned have not survived); 48 (concerning the leasing of sacred land of Herakles and the Nymphaion); 53 (concerning the leasing of public land at Drymoi), 54 (concerning the leasing of lands belonging to the Muses and to Hermes) and 55 (two προρρήσεις concerning the leasing of lands belonging to the Muses) (Cat#C1-6).
[301] Haussoullier (1898:362) followed by Partsch (1909:118-120), Plassart (1935:345), Roesch (1982:394) and Pernin (2014:103) asserted that προστάτας in IThesp 48 and 44 meant "guarantor". Colin (1897:564) commenting on what is now IThesp 56 also thought that, there, προστάται were identical with ἔγγυοι. On the other hand, Foucart (1885:414) followed by Velissaropoulos-Karakostas (2011:II 81 n.29) argued that προστάτας in what is now IThesp 48 referred to an official who looked after the interests of the temple; Dittenberger (in IG VII) suggested that he was a public official who controlled the leases of the temple. The views advanced by Colin, Haussoullier, Partsch, Plassart, Roesch and Pernin are confirmed by IThesp 47 (first published by Plassart in 1935) where both ἔγγυος and

however, it was stated that the guarantors were to be approved by the ἀρχά responsible under the προρρήσις for granting the leases[303]. Both these προρρήσεις also provided that if the tenant, having gone onto possession, failed to provide guarantors from the beginning, the officials were to resume possession and to repeat the tender process, and, if the amount of the new rent was less than the original rent, they were to write the tenant's name on a whitened board for the amount of the shortfall plus a penalty of the *hemiolion* (Cat#C1 LL9-12 and Cat#C2 LL9-11))[304]. The accounts of the *hieropoioi* on independent Delos show that the same applied in relation to the sacred houses and, probably, the sacred estates on Delos[305].

Under these προρρήσεις, the tenant's payment obligations if he failed to provide guarantors and thus forfeited the lease were not guaranteed by anyone[306]. This could leave the god exposed if the tenant, having failed to provide guarantors, then failed to pay any shortfall in rent and its attendant penalty. Indeed, the very reason why a tenant may be unable to provide guarantors might be that he did not have the means to pay the rent and no one was therefore prepared to stand as his guarantor. In such a case it is probable that the tenant would also not be able to pay the shortfall in the rent and the penalty.

προ (abbreviation for προστάτας) are used in a list of guarantors. The term προστάτας is also found at Thespiai and elsewhere in documents recording the manumission of slaves. In these documents, προστάτης has the meaning "legal representative", "protector", "backer" or "patron" (Partsch (1909:344 note); Darmezin (1999:222)). However, προστάτης is used in the sense of "ἔγγυος" in a law of Lokris dated to between 500 and 450BC regarding its colony at Naupaktos (IG IX 1^2 3 718). The law provided that legal proceedings between a citizen of Lokris and a citizen of the colony had to take place at Opus and that in such proceedings each party had to provide a guarantor (προστάταν καταστῆσαι) to the other.

[302] The restorations, by Roesch, in these lines in both inscriptions seem reasonably secure.

[303] Feyel (1936b:408 n.2) suggested that the *katoptai* performed all the functions of the ἀρχά in Cat#C1 and that the *katoptai* were also the officials who comprised the ἀρχά in Cat#C2. However, the view of Roesch (1965:188-189) that in Cat#C2 the ἀρχά did not consist of *katoptai* but was a board of three individuals plus a secretary named in LL3-4 of that inscription seems to me to be more likely (there were normally only two *katoptai*). Similarly it seems more likely that in Cat#C1 the *katoptai* only had the function of approving the guarantors and that the other functions were performed by the ἀρχά whose members were named earlier in the inscription in lines that have not survived. The function of the *katoptai* was to examine accounts rendered by officials. It can be argued that whilst such a function is consistent with the task of vetting the guarantors of leases, it seems inconsistent with the more general role of the administration of the leasing of the estates; it seems unlikely that the *katoptai* would fulfil that role (Fröhlich (2004:174)).

[304] ἐμβὰς - having entered (sc. upon the land (Foucart (1885:413): "entrée en jouissance"; Walser (2008:133-134): "Eintreten"). In the next line (L10 of both inscriptions) the same verb is used with ἀ ἀρχὰ as its subject. Roesch translates this as meaning that the board restarts the process of the award of the lease ("la commission recommencera l'adjudication") reading the verb ἐμβάσει with ἐσς ἀρχᾶς - "from the beginning". However, it seems more likely that the verb would have the same meaning as it has in the previous line and in line LL14-15 of Cat#C1 (L13 of Cat#C2) – to go into possession (i.e. here to re-take possession from the tenant – the verb is used in this sense in the law of Ephesos concerning debts after a war, where reference is made to a lender taking possession of land pledged as security for a debt (IEph 4 LL74-88)). If this is correct, ἐσς ἀρχᾶς belongs to the first part of the sentence (i.e. the comma that Roesch (following Plassart) inserted after καθιστάε should appear after ἐσς ἀρχᾶς). Dittenberger in IG VII 1739 restored ἄλλον after ἀ ἀρχὰ as the object of ἐμβάσι, which Velissaropoulos-Karakostas (2011:81) translates "cause another to enter into possession" ("les magistrats feront entrer en possession un autre"). Acceptance of this restoration would however require the restoration originally made by Plassart and followed by Roesch in Cat#C2 to be reconsidered. The reasons given by Plassart (1935:347-348) for his restoration are compelling. It identifies the amount to which the *hemiolion* in L11 is to be applied (the shortfall in rent) and is based upon corresponding words in the προρρήσις which appears on the other side of the same stone (Cat#C1).

[305] See pp50 and 54.

[306] Partsch (1909:329).

It seems that those responsible for the award of the leases may have appreciated this difficulty, since two other surviving προρρήσεις[307] (both of which post-date the two to which I have already referred) introduced a system of requiring two sets of guarantors that may also have been used on Delos for building contracts as mentioned above[308]. The Thespian προρρήσεις required that the tenant firstly had to provide guarantors τῶ ψεύδεος and secondly had to provide guarantors ὅλας τᾶς μισθώσιος. If the tenant failed to provide guarantors ὅλας τᾶς μισθώσιος, the officials were to re-let the land; if there was a shortfall between the original rent and the rent under the new lease, the names of the original tenant and his guarantors τῶ ψεύδεος were to be written up by the officials on a whitened board for the amount of the shortfall and the *hemiolion* (see e.g. Cat#C6 LL18-19). Thus, whereas in the earlier προρρήσεις the god had no recourse if the tenant failed to provide guarantors and then was unable to pay the shortfall between the rent he had agreed and the rent under the new lease, under these later προρρήσεις, the god would have recourse to the guarantors τῶ ψεύδεος.

In these two προρρήσεις, the purpose or scope of the guarantees provided by both types of guarantors is described by a noun in the genitive case: τῶ μὲν ψεύδεος and ὅλας δὲ τᾶς μισθώσιος. There are numerous examples of this construction from Athens, Delos and elsewhere[309]. Feyel suggested that the ψεῦδος referred to in the description of the first set of guarantors was the "lie" committed by the bidder who obtained the award of a lease that was beyond his means[310]. The "lie" would be demonstrated by the inability of the tenant to provide guarantors for the rent. In other words this first set of guarantors stood as guarantors for the good faith of the prospective tenant's bid for the lease.

The point at which the guarantor τῶ ψεύδεος had to be provided would have been important for the effectiveness of these arrangements. Feyel suggested that the guarantor had to be provided in order to obtain an award of the lease; Velissaropoulos-Karakostas suggests that the guarantor was provided when the leasing agreement was concluded[311]. Both the προρρήσεις

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[307] Cat#C3 LL14-18; Cat#C6 LL15-19.
[308] p62.
[309] As observed by Partsch (1909:95 and 218 note 1): Athens: Isoc. 17.43 (Πασίων δ᾽ Ἀρχέστρατόν μοι τὸν ἀπὸ τῆς τραπέζης ἐπτὰ ταλάντων ἐγγυητὴν παρέσχεν); Dem 30.32 (ἀναβὰς ἐπὶ τὸ δικαστήριον ἐδεῖθ᾽ ἱκετεύων ὑπὲρ αὐτοῦ .... ταλάντου τιμῆσαι, καὶ τούτων αὐτὸς ἐγίγνετ᾽ ἐγγυητής); Dem. 33.8 (ἕως ἀποδοίη τάς .... τριάκοντα [μνᾶς], ὧν κατέστησεν ἐμὲ ἐγγυητὴν τῷ τραπεζίτῃ); Dem. 33.15 (συνθέμενοι δὲ ταῦτα, ἐγγυητὰς τούτων ἀλλήλοις κατέστησαν); Dem. 59.65 (πράττεται μνᾶς τριάκοντα, καὶ λαβὼν ἐγγυητὰς τούτων Ἀριστόμαχον τε .... καὶ Ναυσίφιλον ....., ἀφῆσιν ὡς ἀποδώσοντ᾽ αὐτῷ τὸ ἀργύριον); Cat#A27 LL20-21 (ἐνγυητὴς τοῦ ποήσειν τὰ γεγραμμένα); IG II^2 1629 LL516-517 (παρὰ τῶν ἐγγυητῶν τῶν τριήρων); Delos: ID 104(4) B LL10-11 (καὶ ἐγγυηταῖς τῶν ἔργων); ID 442C LL23-27 (τόκον τῆς ἐγγύης τοῦ ἱεροῦ ἀργυρίου ὃν ἔφη αὐτῶι ἐπιβάλειν); Tegea: IPArk 3 LL36-37 (ἔστω δὲ καὶ τωνὶ τῶ ἐπιζαμίω ὁ αὐτὸς ἴγγυος ὅπερ καὶ τῶ ἔργω ἧς ἰν᾽ ἔστεισιν); Aitolia: IG IX 1 222 L17 (ἔγγυοι τᾶς προξενίας); Sicily (Herakleia): IG XIV 645 L154 (τὼς πρωγγύως τῶν ἐν τᾶι συνθήκαι γεγραμμένων).
[310] Feyel (1936b:412).
[311] Feyel (1936b:412); Velissaropoulos-Karakostas (2011:II:204).

talk of ὁ μισθωσάμενος being under the obligation to provide these guarantors[312]. The aorist tense suggests that the tenant had already been awarded the lease and Velissaropoulos-Karakostas' interpretation is therefore to be preferred. However, unlike the earlier προρρήσεις, these later ones do not describe the tenant as ὁ ἐμβὰς. This suggests that, although the tenant has been awarded the lease, he has not yet gone into possession. It seems likely, then, that the tenant was required to provide his guarantors τῶ ψεύδεος as a condition of his being permitted to go into possession. Having taken possession, he would then have three days to provide his guarantors ὅλας τᾶς μισθώσιος. If the tenant had been allowed into possession before providing his guarantors τῶ ψεύδεος, the later προρρήσεις would not have been much of an improvement on the earlier ones: the landlord would still have been left without recourse to guarantors if the tenant, having gone into possession, failed to provide the guarantors τῶ ψεύδεος. The requirement to provide guarantors before being allowed into possession has an equivalent in the Delian building contracts, which required the contractor to provide guarantors before he was paid the first instalment[313].

All the προρρήσεις are very similar in their content, as can be seen from the table in Appendix B. Some of the gaps in the table may be explained by the fragmentary nature of some of the προρρήσεις. Yet despite the common themes there are numerous differences of detail. This can be seen from an examination of Appendix C. Differing dates for payment of rent, differing amounts of ἐννέχυρον (sic) and the introduction of the guarantor τῶ ψεύδεος are obvious examples.

We have already seen that different officials appear to have been responsible for approving guarantors in Cat#C1 and Cat#C2. Appendix C shows that in other προρρήσεις yet other officials were sometimes involved in various aspects of the administration of the leases[314]. Cat#C3 records that the hierarchs have granted the leases of the land. They also approve the guarantors and have similar duties to those of the ἀρχαί mentioned in Cat#C1 and 2 in the event of tenant default. The hierarchs appear again in Cat#C4, which contains a fragment of a προρρήσις concerning sacred land. Here they have similar duties on tenant default. In Cat#C6 we find an ἀρχά with responsibility for granting leases, approving guarantors and re-letting the land in the event of tenant default. Yet the treasurer of the Muses also received the specific duty of writing down the names of the tenant and his guarantors in the event of non-payment of the

[312] Cat#C3 L11; Cat#C6 L10.
[313] See pp182-183.
[314] See also Pernin (2014:137-139).

rent[315]. As noted by Osborne, the absence of any consistency in regard to the officials suggests an ad hoc approach[316].

This ad hoc approach is reflected in the wording of the προρρήσεις themselves. In relation to one of the προρρήσεις (Cat#C6), Feyel argued that the draftsman was working from a model that he was altering to suit the particular requirements of the leasing of the land in question[317]. In LL20-24 of this προρρήσις, the treasurer (singular) is given the power to impose (verb in the singular - ἐσγράψι) a fine for non-payment of rent; but in the rest of the same sentence the requirement to re-let the land and to record the name of the tenant and his guarantors in the event of a shortfall in the rent is expressed by two verbs in the plural (ἐπαμμισθώσοντι, ἐσγράψονθι) with no express subject. Feyel thought that in the model from which the draftsman had been working the hierarchs (in the plural) were the subject of the whole sentence with the first verb in the plural as well as the other two. The draftsman had replaced hierarchs with the treasurer and altered the first verb to the singular but left the other verbs in the plural with the ἀρχά of hierarchs understood as the subject. Roesch considered that Feyel's explanation was "laborious" and proposed a simpler explanation[318]: the subject understood for the two plural verbs did not have to be the ἀρχά of hierarchs; it could be the special ἀρχά appointed for the purposes of the προρρήσις and referred to in LL10, 15, 18 and 19 of the inscription (ἀρχά, a board of officials, could take either a singular or a plural verb; examples were cited by Feyel).

Roesch may be right in this. Yet the change from the singular verb to the plural verbs in this sentence without a clear identification of the subject of the latter is stark and is consistent with Feyel's theory that the draftsman was working from a model. Indeed, a comparison of the four προρρήσεις contained in Cat#C1, C2, C3 and C6 (particularly the provisions regarding failure to provide guarantors and failure to pay the rent - see Appendix C) suggests that in each case the draftsman may well have been working from an earlier προρρήσις which he was using as a model, adjusting it to suit the circumstances of the particular project on which he was working.

The προρρήσις for a particular piece of land appears to have been issued by a board appointed pursuant to a decree of the people of Thespiai for the purposes of administering the leasing of the land concerned. This can be seen from Cat#C7. It refers to a decree which recorded that the leases of certain agricultural plots belonging to the city have expired and that the original προρρήσις setting out the terms of those leases permitted the tenants to renew their leases at

[315] Pernin (2014.124 and 138).
[316] Osborne (1985:318).
[317] Feyel (1936b:406-409); Pernin (2014:135 and 491).
[318] Roesch (1965:191).

the same rent, if they wished (LL1-3). Accordingly, the decree provided for a board to be established who would lease the plots in accordance with the προρρήσις pursuant to which they had originally been leased (LL3-6). If a sitting tenant had irrigated his land and complied with the terms of the προρρήσις, he could, if he wished, renew his lease by presenting himself to the board. If a tenant had not irrigated his land, the board was to put the lease of the plot concerned out to tender upon terms appearing to them to be advantageous (LL7-9). The decree is immediately followed in the inscription by a statement recording that the board, whose members and secretary are now named, has leased the lands "in accordance with the decree of the people and the existing προρρήσις that was made during the archonship of Empedokles" (LL11-14). There then follows a list of the leases renewed or newly granted.

It appears from this that the primary authority in regard both to the renewal of existing leases and to the grant of new ones came from the assembly. Whilst an existing tenant who was entitled to and did renew had to do so on the terms of the existing προρρήσις, the detailed terms of the leases granted to new tenants were left to the board (καθ᾽ ἃ κα φήνειτη αυτῆ σύνφορον εἶμεν). The board has made the obvious choice to re-use the existing προρρήσις, which included a requirement for the tenants to provide guarantors. Nevertheless the assembly had made it clear in its decree that the board had the discretion to decide those terms.

Overall, the evidence of the Thespian inscriptions indicates that the question whether to require guarantors from the tenants of sacred or public lands was left to the discretion of the officials charged with responsibility for the grant of the leases. As a matter of practice, the officials would use a previous προρρήσις as a model and this would normally mean that they required guarantors, but there would be the occasional exceptions where the particular circumstances were different from the norm.

Building Contracts

The terms for a building contract recorded in one of the inscriptions relating to the construction of the temple of Zeus Basileus for the Boiotian *koinon* make the provision of guarantors "in accordance with the law" a condition of the contractor receiving his first payment (Cat#C9 LL47-48). We find the same type of provision in both Athens and Delos.[319]

The purpose of the brief reference to a νόμος here must have been, as Roesch pointed out, to save having to set out at length in the contract what was already set out in the law. In order to answer the question what was set out in the law, Roesch referred in particular to the Thespian προρρήσεις discussed above. On the assumption that the provisions of the law probably would

[319] See pp43-44, 58, 61 and 182-183.

not have been very different from those which the Thespians agreed for their leases of public and sacred lands, Roesch argued that the νόμος referred to in the Lebadeian inscription required all bidders, upon award of the contract, to provide an ἔγγυος τῶ ψεύδεος and, within three days of being awarded the contract, to provide creditworthy guarantors for the performance of the contract itself. If a bidder failed to provide the second set of guarantors, the tender process was repeated and, if the resulting price differed adversely from the *koinon*'s point of view, the bidder and his ἔγγυος τῶ ψεύδεος were responsible for paying the difference plus the *hemiolion*[320]. Further, he argued that the law referred to in the Lebadeian building contract was introduced after the date of the Thespian προρρήσεις and that it also applied to the grant of leases of public and sacred land in member states of the *koinon*, such as Thespiai.

This is a very ingenious argument. There is no reason why the principles relating to the requirement for an ἔγγυος τῶ ψεύδεος for the grant of leases should not be applied to the letting of building contracts and Thespiai as one of the leading cities in the Hellenistic Boiotian Confederation[321] may have had some influence with the council and assembly of the *koinon* when it came to the introduction and passing of laws relating to sanctuaries of the *koinon*.

Even so, there is no direct evidence to support Roesch's arguments and we cannot discount other theories about what this law provided. It could have been a law governing the procedures for payments for works being carried out for the *koinon*, a confederate city, or one of their gods or goddesses; or governing the procedure that had to be followed for the approval of guarantors for building contracts (and perhaps leases and other contracts) entered into with the *koinon*, a confederate city, or one of their gods or goddesses.

Nor does it follow that, even if Roesch is right about the content of the law, it applied, as Roesch contended, to the letting of building contracts and the grant of leases of public or sacred land in member states. Roesch is right in arguing that the law referred to in the Lebadeian building contract terms must have been a federal law. This is clear from the fact that the contract concerned work at the sanctuary of Zeus Basileus, which was a federal sanctuary, and that the contract was administered by the *naopoioi*, who were federal officials[322] and were required to comply with the law when making payments under the contract[323]. However, the fact that the law was a federal law does not necessarily mean that it applied to local contracts and leases. It could have been confined to contracts entered into by the *koinon* or to land which was sacred to the gods of the *koinon*. It would depend upon what the law itself said about its scope.

[320] Roesch (1982:393-396).
[321] Roesch (1965:68-69).
[322] Dittenberger SIG^3 972 note 4; Roesch (1982:290-292).
[323] Roesch (1982:395-396).

In sum, we cannot say that guarantors were always required for building contracts in the Boiotian confederation of the third century BC but neither can we comment on the circumstances in which guarantors might be required.

Common legal principles and practices underlying the requirement for a guarantor.

My review of the evidence indicates that there was no fundamental principle to the effect that all those who entered into contracts (of whatever kind) with the community had to provide guarantors.

If any principle is to be derived from the evidence, it is that if guarantors were to be required this was to be provided in an instrument having the force of law. Only very few of these have survived: the Athenian νόμος relating to the Nea, the Delian ἱερὰ συγγραφή and the Thespian προρρήσεις. This (perhaps not very startling) principle permits us to say that where the evidence shows that guarantors for particular types of transaction were always provided (even by apparently wealthy contractors) this was because there was a νόμος, ψήφισμα, συγγραφή or similar document requiring it even if we cannot identify the particular instrument concerned. This would apply for example to tax collection franchises, the sale of properties and the leases of sacred lands at Athens; the leases of sacred estates and sacred houses on Delos during the amphiktyonic period; and the leases of sacred houses and the loans to individuals on independent Delos.

This leaves open the question of the circumstances in which those responsible for drawing up the relevant instrument, for example, at Athens, the *Boule*, the *Thesmothetai*, the demarchs, the phratriarchs or the officials charged with the responsibility for a particular project, would or would not include a requirement for guarantors. There is some evidence that those who drew up the legal documents requiring guarantors may simply have been following a precedent. Where the relevant instrument was to apply to a large volume of transactions, the simplest approach may have been to require guarantors for each of them.

In the case of the civic subdivisions at Athens, the arrangements concerning guarantors (or the absence of them) for the leasing of lands and the granting of loans may have been driven by the practical realities of the availability to the subdivision of tenants, borrowers and guarantors or other forms of security.

In the case of building contracts, much may have depended upon the nature of the bulding project concerned. There were large differences in the levels of skills required, in the types of contracts awarded and in the prices paid.

The evidence reviewed in this chapter has also shown that there were differences in principles and practices between the three jurisdictions. For example, there seems to have been a requirement for guarantors τῶ ψεύδεος at Thespiai and, possibly, Delos but not at classical Athens. Although it has to be remembered that the absence of evidence for such a practice at Athens does not necessarily mean that it did not occur there, it is possible that this difference indicates that there was a greater risk on Delos and at Thespiai than at Athens that the contractor would be unable to provide acceptable guarantors. It may also indicate that the community on independent Delos and at Thespiai was in a weaker bargaining position than at Athens, so that there was a greater risk that when the community went back into the market to find another contractor it would be compelled to accept a contract which was financially inferior to the one it had had to reject because of the inability of the original contractor to provide guarantors.

Another difference appears to have been that on independent Delos there was a requirement that the guarantors of leases of the sacred estates and, probably, of the sacred houses be renewed annually whereas this type of requirement does not seem to have existed at Thespiai or Athens. As mentioned earlier[324], this requirement was important to the community. A failure to renew rang an early warning bell of potential problems with the tenant and would have allowed the community to take action before there was an actual failure to pay the rent. This may be a reflection of the importance of the income from the sacred estates and, to a lesser extent, houses, to the sanctuary at Delos, which in turn may be an indication of the importance of the prosperity of the sanctuary to the economy and prosperity of Delos itself and the strength of the influence of the sanctuary in the economic life of the Delian community.

The importance of the prosperity of the sanctuary at Delos may also have been the reason for another difference between that community and those of Athens and Boiotia, that the god required that borrowers secured their loans by the hypothecation of real property as well as by provision of guarantors.

[324] p55.

CHAPTER TWO

Vetting of Guarantors

Where guarantors were required, an appropriate choice of guarantor was clearly important from the point of view of the community. Questions arise as to who approved guarantors, how guarantors were vetted, and what criteria a guarantor had to meet for him to be acceptable. In this chapter I will consider these questions in relation to each of my chosen states in turn and then discuss the question of whether or not there were any common principles underlying the approach taken to these matters in the three jurisdictions.

Athens

In classical Athens the choice of guarantors may not always have been left entirely to the officials in charge of the transaction. The author of the *Ath. Pol.* says (47.2 – Cat#A3) that the *poletai* "let out contracts for the …… taxes …… in the presence of the Council"[325]. If this process included the nomination of a guarantor by the contractor and acceptance by the *poletai*[326], the Council could presumably have objected to a guarantor if it considered that he was inappropriate. The grain tax law of 374/373BC (Cat#A40 L31) expressly provided that the Council had to approve the guarantors of those who were awarded franchises for the collection of taxes under the law. However, this does not necessarily mean that the same was required for the tax contracts referred to in *Ath. Pol.*: the requirement that guarantors be approved by the Council may have been included in this law precisely because it was not a requirement for other tax contracts[327].

As already mentioned[328], the author of the *Ath. Pol.* also says, in the same passage, that the *poletai* "sell in the presence of the Council the confiscated property of men who have gone into exile after trial before the Areopagus and of other convicted men, and the sale is ratified by the nine archons". As we have seen[329], the records of the *poletai* of the sale of land of the thirty tyrants described each purchaser as having been "properly bonded" (ἐγγυηθείς). In the light of what the author of the *Ath. Pol.* says, this expression may mean that the Council and the nine archons had approved the guarantors. At the very least the Council and the archons were involved in some way.

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[325] Translation from Rhodes (1984).
[326] See pp31-32.
[327] Erdas (2010:193 and 198).
[328] p42.
[329] p42.

Finally, *Ath. Pol.* (Cat#A3 para 47.4) records that the *archon basileus* introduced to the Council the leases of sacred lands. Perhaps this would have given the Council an opportunity to reject any guarantor of such leases whom the Council considered unacceptable.[330]

There is also some evidence from other transactions of similar procedures for the vetting of the guarantors by the courts. We have seen[331] that the record of three contracts relating to the construction of the Portico of Philo at the sanctuary of Eleusis indicates that the award of the contracts may have taken place before a *dikasterion* of five hundred and one (Cat#A22 L35). Each contract was also accompanied by a guarantee. We do not know whether the guarantors made their commitment before the jurors as well. But if they did, this would be an opportunity for the jurors to vet the suitability of the guarantors. One can only speculate about what procedures might have been adopted by the *dikasterion* for this purpose. If an analogy can be drawn with the procedures for the letting of an orphan's estate, briefly mentioned in Isaios 6.36-37 and Hyperides' speech Against Timandros, as elucidated by Thür[332], it is possible that the guarantors may have been offered at the same time as the competing contractors' financial bids and that the procedure took the form of a *diadikasia* between the bidding groups[333].

Similar procedures may have been used for the approval of building contracts for work on the sanctuaries on the island of Delos in the amphiktyonic period: it will be recalled[334] that the contract in Cat#A43 required the guarantors to be ἀξιόχρεως. This implies that some kind of vetting procedure was involved (L18), and here we also find a reference to the *dikasterion* (L28). Another contract for work on the island of Delos (Cat#A44 dated to 359-358BC), for which it appears that a guarantor was named, mentions the δ[ικαστήριον τὸ πρῶτον τ]ῶν καινῶν (LL19-20). The editor of ID based his restoration on a reference to the [δικαστήριον] τὸ πρῶτον τῶν καιν[ῶν] which appeared in the *poletai* records of 342-341BC (*Ath.Ag.*19 P26 LL365-366). This was one of the court buildings in Athens, which were brought together in one complex at about this time or perhaps earlier[335]. We find a further reference to a *dikasterion* in yet another contract for works on Delos in which it appears that a

[330] Papazarkadas (2011:63).
[331] p45.
[332] Thür (2010a).
[333] Suggested by Thür (2010a:16-17) as the type of procedure that followed a *phasis* of an orphan's estate.
[334] p44.
[335] Boegehold (1995:36) argued that this took place c.340BC. If he is right, this casts doubt upon the restoration in Cat#A44, which is dated to 359/358BC by reference to the archon mentioned in the inscription. It appears, however, that Boegehold based his date on the reference in the *poletai* records. Meritt (1936:408) argued that the words τῶν καινῶν referred to the function of the court rather than the date they came into use. If Meritt is right there is no need to tie the date of the consolidation to the date of the *poletai* records. Even if Meritt is wrong, it is not unusual to refer to a building as "new" even if it is quite old: it was new when it was first given the name and may have kept its name for a long time thereafter. The consolidation does not therefore have to be dated by reference to the *poletai* records.

guarantor was required (Cat#A45 L24). The Athenian court seems to have had a role to play here, although it is not known what that role was.

In transactions involving subdivisions of the state, however, it appears that the vetting was sometimes left to the officials who were in charge of the transaction. As mentioned earlier[336], the decree of the deme of Plotheia (Cat#A12) providing for the loan of the deme's money required τὸς δανείζοντας ἄρχοντας to lend it to the person who "persuaded" them by "security or guarantor" (LL18-22). Here the officials were charged with assessing the creditworthiness of guarantors as part of the process of determining the most advantageous terms available for the loan.

By contrast, the decree of the deme of Eleusis of 333/332 BC provided for the lease of a quarry to be granted by the demarch at a meeting of the demesmen. The guarantors were to take an oath, apparently at this meeting, to pay the rent in full on time (Cat#A37 LL29-31). This gave the demesmen, and the demarch, the opportunity to satisfy themselves that the guarantors were suitable before the guarantors took their oaths.

Criteria – Citizenship

The evidence strongly suggests that, in Athens, the guarantors were usually Athenian citizens. In the one hundred and thirty nine instances in the inscriptions where it is possible to tell whether a guarantor was an Athenian citizen or not, there is only one case where a guarantor may not have been an Athenian citizen and this was where the guarantor of a lease of land on Delos may have been a Delian (discussed further below[337]). The fact that the guarantor was an Athenian citizen meant that, if he failed to pay a sum due to the state or one of its gods he became ἄτιμος. This would have provided a strong incentive upon him to pay. Further, if he owned real property in Attica, the state would have access to it, in addition to any real property the contractor may have owned, in the event that the contractor and the guarantor defaulted[338]. This would be of particular reassurance where the contractor was a metic and therefore owned no real property in Attica[339].

A fortiori, it would also be advantageous to take an Athenian guarantor where the contractor was a non-resident foreigner. In the contract for work on the sanctuary of Apollo on Delos recorded in Cat#A43 (360/350BC), the contractor, Kanon son of Dionysodoros, was from Thespiai. There were five guarantors; four of them were Athenian citizens and the name of the

[336] p41.
[337] p75.
[338] See pp138-140.
[339] Finley (1952:91-92); Erdas (2010:193-194); and see the example on p139 of enforcement against Meixidemos, an Athenian citizen who had guaranteed payments by a metic.

fifth has not survived[340]. We have seen[341] that the contract provided for the enforcement of the payment of fines imposed by the *naopoioi*. Given the likely date of this inscription, it seems unlikely that any agreement would have existed between Athens and Thespiai or the Boiotian *koinon* at this time which might have permitted the Delian *naopoioi* to come to Thespiai to recover any fines from Kanon via the courts of Thespiai or of the Boiotian *koinon*[342]. The *naopoioi* would therefore have had to look primarily to the guarantors, in Athens, for payment of any fines.

None of the guarantors of that building contract was certainly a Delian citizen. Similarly, the amphiktyons' records of the leases of the sacred properties show that, whilst there were both Athenian and Delian tenants in roughly equal numbers, the guarantors were overwhelmingly Athenian. There is a probable Delian guarantor in 375/374BC[343] but sixteen of the remainder for whom details have survived were certainly Athenian and a further five were probably Athenian[344]. Clearly the amphiktyons preferred Athenian guarantors.

The evidence of the building contract and of the leasing records shows that mechanisms must have existed during this period for the enforcement in Athens of debts incurred to the amphiktyons on Delos. These mechanisms may have been more effective than those which existed on Delos for the enforcement of debts against local guarantors. Coupry suggested that the amphiktyons may have decided to accept as guarantors only people over whom they had real power, i.e. Athenians[345]. However, in relation to leases, the amphiktyons may have been prepared to involve the court on Delos on occasions. An extremely fragmentary record, which can only be dated to the amphiktyonic period generally, refers to the local *dikasterion* in the context of what appears to be non-payment of rent and the tenant vacating the estate (Cat#A47 LL1-4). In 375/374BC, however, there may have been additional reasons for selecting Athenian guarantors. In the previous year, seven Delian citizens had dragged the amphiktyons from the temple of Apollo and assaulted them (ID 98B LL24-27). Circumstances such as these may well have made enforcement on Delos extremely difficult.

Criteria - Wealth

Erdas and Papazarkadas thought that wealth was the key requirement for guarantors[346]. Certainly one would expect that the assets possessed by the guarantor would be an important factor from the point of view of the community in deciding whether to accept a particular person

[340] Cat#A43 LL30-32.
[341] p44.
[342] See Gauthier (1972:89-100-104; 174-183; 202-205 and 306-307) for a discussion of these types of conventions.
[343] Cat#A42 L106.
[344] Coupry (1959:63-64); Rhodes and Osborne (2003:145).
[345] Coupry (1959:64).
[346] Erdas (2010:190 and 193); Papazarkadas (2011:58).

as a guarantor. This is confirmed by (a) the decree of the deme of Plotheia (Cat#A12 LL18-22), which, as we have seen, required the officials to take into account the financial worth of the security or the guarantor offered by borrowers; and (b) the contract for building work on the sanctuary of Apollo on Delos (Cat#A43 LL17-18) and the grain tax law of 374/373BC (Cat#A40 LL30-31), which both specifically required the guarantors to be ἀξιόχρεως.

We find numerous examples of wealthy Athenian guarantors in the epigraphic sources in a wide variety of cases. In the field of building contracts, there is the example of a contract for the supply, delivery and fitting of metal ties for column drums for the Portico of Philo at Eleusis dating to the Lycourgan period (Cat#A23 L33). The guarantor for that contract was Kephisophon son of Kephalion of Aphidna, an Athenian citizen, and a man of the liturgical class, who was a trierarch and a successful general[347].

From the bulk records of leases of sacred lands dating from 343/342 BC to 320BC (*Ath.Ag.*19 L6 and L9-12), Walbank concluded that, out of a total of 92 guarantors, 21 could be identified as connected with the liturgical class and/or with prominence in Athenian public life[348]. The database in Shipton's study of leasing and lending in fourth century Athens shows that out a total of 46 guarantors included in her database, 4 were of the liturgical class or attested as active in areas other than public land leasing[349]. Papazarkadas' review of the evidence has produced a much higher proportion of wealthy guarantors. He identified 46 guarantors of sacred estates of whom 7 were, in Papazarkadas' view, certainly or very likely members of liturgical families, 3 apparently actively engaged in various areas of public life even if they did not demonstrably belong to the upper echelons of Athenian society, and 12 very possibly active in public life or belonging to families which were active[350]. The reason for the large difference in the number of guarantors identified by Walbank and those identified by Shipton and Papazarkadas is that Walbank's figure is the total number of guarantors who appeared in the bulk records, whether the guarantor can actually be identified or not, whereas Papazarkadas and, probably, Shipton refer only to those guarantors who can be identified by name in the records. As to the identification of those guarantors who could be considered to be wealthy, Papazarkadas' review produces a figure very close to that of Walbank and seems to be the most reliable.

[347] See Davies (1971:292-293) for details. Another wealthy guarantor, Thoukydides son of Alkisthenes of Aphidna, appears in the contract for work on the sanctuary of Apollo on Delos (Cat#A43 LL31-32). Thoukydides was a relation of the famous fifth century BC general Demosthenes son of Alkisthenes of Aphidna who died in Sicily in 413BC (Davies (1971:112-113)).
[348] Walbank (1983d:225).
[349] Shipton (2000:39 and Appendix 2).
[350] Papazarkadas (2011:301-319).

In regard to sales of property, one of the guarantors of a sale in the record dated to c350-325BC (if indeed this was a record of the sale of property[351]) may have been Philonides son of Onetor of Melite, a member of the liturgical class (Cat#A19 L20)[352]; another was Philippos of Halai who may also have been quite a wealthy man (Cat#A19 L10)[353].

Other criteria

Although wealth would clearly have been important, the epigraphical records also provide evidence from which it could be argued that sometimes the technical knowledge or skill of the guarantor may have provided additional assurance to those responsible for vetting and approving the guarantors.

The two references to a guarantor in the Erechtheion accounts for the year 408/407 BC (Cat#A13) were both to Herakleides of Oe, who stood as guarantor for Dionysodoros for encaustic painting work. Herakleides may have been the father of a tradesman who was paid 20 drachmai for a frame for the coffered ceiling of the Erechtheion the previous year[354]. It is possible therefore that Herakleides was in the building trade himself.

The bulk records of leases of sacred lands (*Ath.Ag.*19 L6 and L9-12) include three guarantors who could themselves have been tenants of other plots of land[355]; and one of them stood as guarantor for property of the same type as that of which he was himself a tenant[356].

Where the guarantor was himself a contractor under a contract of the same type as the contract he was guaranteeing, his familiarity with the subject matter of the contract would enable him to anticipate problems and difficulties and give the contractor advice so that he could avoid errors in his performance of the contract. If any problem did arise, the guarantor would have the technical skills to enable it to be resolved. The guarantor could be expected to take an interest in order to avoid a call being made upon his guarantee. In the case of Herakleides of Oe, for

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[351] See pp42-43.
[352] The possible reading of L20 to identify Philonides was suggested by Walbank (1995:70). For details of Philonides and his family see Davies (1971:422-425).
[353] Walbank (1995:70) identified him with a man whose name appeared on a gravestone dated to c350BC with his son and granddaughter. But this would make him too old to be the Philippos of Halai of Cat#A19 L10. He may possibly be the Philippos of Halai who purchased land at Halai from the deme for 4 talents in the third quarter of the 4th century BC and who was unsuccessfully prosecuted by Teisis of Agryle for having become rich through illegal mine workings (details in Davies (1971:537-538)).
[354] IG I^3 475 L234.
[355] Kephisodoros son of Smikythos of Kydathenaion (*Ath.Ag.*19 L6 LL164-167 (guarantor) and 14-16 (tenant) – see Walbank (1983a:125 and 134)), Dionysodoros (*Ath.Ag.*19 L6 LL 38-42 (guarantor) and 45-49 (tenant) - see Walbank (1983a:127)) and Chair??? son of Charias of Paiania (Cat#A33 LL 32-37 (guarantor) and 27-31 (tenant) –- see Walbank (1983b:186-187) and Papazarkadas (2011:318)). We also have one example from Delos from the period of Athenian domination in the fourth century BC: Charisandrides son of Charisandrides of Eleusis was tenant of a property on the island and also stood twice as guarantor of tenants of other property on the island during the same period (Cat#A46: L13 (tenant) and L20 (guarantor); and Cat#A48: L16 (guarantor) - see Durrbach (1905:428)).
[356] Chair??? son of Charias of Paiania was guarantor of a lease of a γύης and was himself a tenant of a γύης (Cat#A33 LL 32-37 and 27-31).

example, his technical knowledge may have been important given the nature of this work. Similarly, a guarantor who had knowledge of farming an estate similar to that of the tenant whom he was guaranteeing would be able to give the tenant any advice needed to make a success of that farming, so increasing the likelihood of the rent being paid. Here, too, expertise may have facilitated the identification of problems at an early stage.

Guarantors who are relatives of contractors whom they guarantee

The Athenian records contain seven examples of fathers standing as sole guarantors for their sons[357], one example of a son standing as sole guarantor for his father[358], and one example of a man standing as sole guarantor for a relative, their actual relationship being unknown[359]. Accepting a relative of the contractor as guarantor could be seen as advantageous from the point of view of the community: a guarantor might be regarded as being more willing to provide financial and practical help to a fellow family member than to someone to whom he was not related.

However, there could also be disadvantages. Firstly, because of the family relationship between contractor and guarantor, the financial wellbeing (or otherwise) of the one could affect the financial wellbeing of the other. To take the most common relationships found in the evidence (a father guaranteeing a son and vice versa), if the father had not divided his property with his son[360], the ability of the son to pay might depend to a significant extent on his father's ability to pay.

Secondly, the fact that the guarantor had a close relationship with the contractor might make the guarantor less, rather than more, effective in persuading a defaulting contractor to perform. From the point of view of the contractor, the appointment of a close relative as guarantor could

[357] Exekias stood as guarantor for his son Eukrates of Aphidna, tenant under a lease of deme land (Cat#A27), Pythodoros son of Philokles of Epikephisia stood as guarantor for his son [???]os son of Pythodoros of Epikephisia, tenant under a lease of sacred land (*Ath.Ag.*19 L6 LL77-81) – see Walbank (1983a:128) and Papazarkadas (2011:314); Xenophon son of Xenophon of Probalynthos stood as guarantor for his son Xen[????] son of Xenophon of Probalythos, tenant under a lease of sacred land (*Ath.Ag.*19 L6 LL114-118) – see Walbank (1983a:131) and Papazarkadas (2011:312-313) (who only goes so far as to say that they are "probably related"); Nikostratos stood as guarantor for his son Nausias son of Nikostratos, tenant under a lease of sacred land (*Ath.Ag.*19 L6 LL122-126) – see Walbank (1983a:132) and Papazarkadas (2011:311-312); Keleuon son of Nausistratos of Peiraieus stood as guarantor for his son [???]stratos son of Keleuon of Peiraieus, tenant under a lease of sacred land (*Ath.Ag.*19 L9 LL73-77) – see Walbank (1983b:190) and Papzarkadas (2011:307); Astyanax of Halai stood as guarantor for his son, Aristomachos, a purchaser of property (Cat#A19 LL11-12) – see Walbank (1995:70); Lysikles son of Kleainetos of Erchia may have been the guarantor of a lease of sacred land for his son Lysimachos (*Ath.Ag.*19 L6 LL95-97) - see Papazarkadas (2011:308).

[358] Epikrates son of Krates of Leukonoion stood as guarantor for his father, Krates son of Pamphilos of Leukonoion, contractor for the erection of the columns for a portico on the south wall of the sanctuary at Eleusis (Cat#A25 a LL20-22).

[359] Meidias son of ?yd??? of ??? who stood as a guarantor in c330 BC may have been a relative of I[????] son of Meidon of Myrrhinous whose lease he was guaranteeing (Cat#A35 LL4-7) – see Walbank (1983c:203) (not followed by Papazarkadas (2011:310)).

[360] Such a division of property happened in e.g. Lysias 19.37, Dem.43.19 and Dem.47.34ff. Beauchet (1897:III.639-641). Biscardi (1999:25-27).

give him "an easier ride" in the performance of his contract. If this happened, the community might lose out.

Thirdly the perceived advantages from the point of view of the contractor of having a close relative as his guarantor could increase the possibility that corruption of the officials in charge of the transaction could be involved in procuring acceptance or recommendation of the guarantor by the officials. This possibility would not necessarily have been reduced by the approval procedures for guarantors already described, where the council or other body may have been involved. In such cases the approval by a "yes" or "no" vote by a body comprising hundreds of citizens would have meant that those proposing acceptance of a particular person as guarantor were in a strong position to influence the result[361]. However, it would be wrong to assume that wherever we find evidence of a family relationship between the contractor and his guarantor, corruption must have been involved. There may have been cases where the community had no choice but to accept the proposed guarantor, notwithstanding the fact that he was a close relative of the contractor, because no one else had offered to undertake that role.

Other, more remote, links between guarantors and contractors could also work to the disadvantage of the community. The bulk records of leases of sacred lands record the grant of leases of two apparently adjacent properties in c330-320 BC (Cat#A33 LL27-37). The first of these was leased to [????] son of Charios of Paiania and guaranteed by [???]exandros son of Charidemos of [Probalinthos or Prospalta]. The second was leased to [???]os son of Charidemos of [Probalinthos or Prospalta] (the brother of the guarantor of the first lease[362]) and guaranteed by Chair[???] son of Charios of Paiania (the tenant, or the brother of the tenant, of the first lease[363]). Because the guarantors already occupied property in the same area, or within commuting distance, Walbank reasonably speculated that this was an instance of consolidation of family holdings[364]. However, it can also be seen that the god may have been rather exposed by this arrangement. If the tenant of one of the properties (call him "A") failed to pay the rent, his guarantor ("B") would be called upon to pay. But B was the brother of the tenant of the other property (call him "C") and, if the financial affairs of B and C were closely linked (as could have been the case if the brothers had not divided the family property on their father's death[365]), the call on B could put C in difficulty. But the guarantor of C (call him "D") was the brother of A, who was already in financial difficulty, having failed to pay the rent on his lease. If the financial affairs of A and D (again, as could have been the case if they had not divided

[361] Hansen (1981).
[362] Walbank (1983b:187).
[363] Walbank (1983b:186).
[364] Walbank (1983d:225 note 114).
[365] Biscardi (1999:25-27); Harrison (1968-1971:I.239-240).

their inheritance) were closely linked, D's guarantee might not have been worth very much. This can be illustrated diagrammatically as follows:

Of course, we do not know whether the bleak picture just painted was a real possibility in this case, but it may have been something that the officials in charge of the letting of the sacred lands would have investigated when deciding whether these guarantors should be approved. In particular they might need to investigate whether the assets held by the tenants and guarantors would be sufficient to withstand any "credit shocks" such as those contemplated in our bleak picture. Highly relevant would be the value of any unencumbered land owned by the tenants and guarantors. If as Faraguna contends registers of land ownership were maintained at Athens in the fourth century BC[366], this may not have been too difficult a task.

Numbers of Guarantors

One might expect that the number of guarantors would depend upon the wealth of the guarantor relative to the size of the contract. However, there is considerable evidence that the number of guarantors was frequently dictated only by the commercial value of the transaction: the larger the contract the more likely it would be that more than one guarantor would be involved. This suggests that some general rule may often have been in play; it is, therefore, best to approach the evidence by reference to the nature of the transaction concerned.

Tax Farming Concessions

The grain tax law of 374/373BC (Cat#A40 LL29-31) required the tax farming contractor to provide two guarantors for each portion of tax (in the form of grain) that he was committed to deliver to the city. Thus, the greater the quantity of grain the contractor committed to deliver, the more guarantors he had to provide. If the same approach was adopted in relation to "conventional" tax farming concessions (where the contractor would be committed to handing over a stipulated amount of money), then the number of guarantors would depend upon the amount that the contractor had agreed to pay. Erdas thought that this was the case and that the number of guarantors was governed by law, as it was in the case of collection of the Athenian

[366] Faraguna (1997).

grain tax in kind[367], but we have no direct evidence for this. For example, when Andokides (1.134 – Cat#A2) claimed that he purchased a tax farming concession for thirty six talents, he added that he provided sureties (in the plural), although he does not say how many. This at least does not contradict the view that the number of guarantors was dependent upon the amount committed to be paid, but more than this we cannot say.

Building Contracts

Erdas argued that in the case of building contracts, the number of guarantors certainly varied according to the μισθώσις for which the contractor had been made responsible and that the relationship between the numbers of guarantors and the contract price varied from case to case[368]. In my view, however, it is possible to go further. One can discern from the evidence that the number of guarantors was greater for larger contracts. The Erechtheion accounts (Cat#A13) included payments for encaustic painting of the moulding of the inner epistyle. The price for the work appears to have been ninety-four *drachmai* one obol[369]. One guarantor is recorded. By contrast, the building contracts awarded in 307/306BC for the reconstruction of the City, Peiraieus and Long Walls were much higher in value and here more than one guarantor was provided. For example, for the first section of the City wall, the contract price was 2 talents 1000 *drachmai* (Cat#A15 Col III L122). There were two contractors for this section who provided at least seven guarantors between them.

A similar contrast can be seen by comparing the three contracts for the construction of a portico on the south wall of the sanctuary at Eleusis (Cat#A25 Fragment a). The first was for foundations for 400 *drachmai*, the second for the erection of 16 columns for which no price is stated and the third for roof work for 2000 *drachmai*. Significantly, in view of the value of the work, two guarantors were required for the third contract, whereas only one was required for the first.

The building contract for work to the sanctuary of Apollo (Cat#A43 LL17-18) appears to have stipulated that the number of guarantors required was to be determined by reference to the contract price. It will be recalled that the contract required the contractor: τοὺ[ς δὲ

[367] Erdas (2010:198).
[368] Erdas (2010:197-198).
[369] The inscription records two payments made in the sixth and eighth prytanies in 408/407BC. The payment in the sixth prytany was for thirty *drachmai* and that in the eighth prytany was for forty four *drachmai* one *obolos*. Both entries tell us that the payment was calculated at the rate of five *oboloi* per foot. That for the eighth prytany, however, also says that 113 feet were involved. As Caskey has pointed out, at five *oboloi* per foot this does not give a figure of forty four *drachmai* one *obolos* for the eighth prytany. Caskey's explanation is that the payment in the eighth prytany was the last payment of three. The first was in the sixth prytany for thirty *drachmai*, the second must have been in the seventh prytany for twenty *drachmai* and the last was in the eighth prytany for forty four *drachmai* and one *obolos*, making a total of ninety four *drachmai* and one *obolos* for the whole job – 113 feet at five *oboloi* per foot (Caskey (1927:410)).

ἐγγυη]τὰς καθιστάναι κατὰ X ἀξιόχρεως. Although most scholars have interpreted this to mean that for every 1000 *drachmai* of the contract price the contractor was required to produce one creditworthy guarantor[370], Erdas has taken a slightly different view[371]. On her interpretation, the requirement does not relate to the number of guarantors required. Rather, it merely required that each guarantor must be able to pay 1000 *drachmai*. It may be doubted whether this interpretation accurately reflects κατὰ X ἀξιόχρεως here. However, the problem with both interpretations is that we know that in this case the contract price was 7337 *drachmai* but only five guarantors were provided, so that, as Erdas observed, the combined liability or worth of all the guarantees did not cover the total of the contract price. The answer to this may lie in the terms of payment. We do not know what they were, but if they involved only 5000 *drachmai* being paid in advance with the rest to be paid only after the work had been done, this could mean that the "debt" that the guarantors had to be worthy of would only be 5000 *drachmai* rather than the full contract price and therefore only five guarantors were required.

The requirement for one guarantor for every 1000 *drachmai* of the contract price appears to have been specific to that project. In another record of a contract for work on Delos the contractor was awarded a contract for 1200 *drachmai* and provided not two but just one guarantor (Cat#A44 LL23-24).

The overall trend, however, seems reasonably clear: the larger the contract the greater the number of guarantors. But there is no direct evidence that there was actually a law to this effect. Erdas argues[372] that the number of guarantors was decided by the contractor. This does not in my view appear correct. The evidence shows that the officials (and the Council or *dikasterion*, as the case may be) would still have had to be satisfied that the guarantors were sufficient in number.

Leases

Some evidence that the number of guarantors reflected the amount of the rent is provided by the fragmentary record of the grant of leases on Salamis of the mid fourth century BC (Cat#A18). Of the four grants recorded the rents range from 80 *drachmai* to 2 *drachmai* 3 *obols*. Two guarantors are recorded for the lease with the highest rent; all the others have only one guarantor including that with the second highest rent, 34 *drachmai*.

[370] Davis (1937:112); Burford (1969:96); Wittenburg (1986:1081-1082); Papazarkadas (2011:57-58).
[371] Erdas (2010:200-201.)
[372] Erdas (2010:198).

Walbank's analysis of the bulk records of leases of sacred lands (*Ath.Ag.*19 L6 and L9-12) shows that there was one guarantor in the case of thirty three leases under which the rents ranged from 60 to 450 *drachmai* per annum[373] and that there were two guarantors in the case of five leases for which the rents were 636, 681, 600+, 600 and 742 *drachmai* per annum[374]. The higher the rent the greater the number of guarantors attested. This was the case even when the tenant was a wealthy man. Kephisophon son of Kephalion of Aphidna leased a house in Kollytos belonging to Artemis Agrotera in 343/342BC for an annual rent of 636 *drachmai*. There can be no doubt about his wealth[375]. Nevertheless he provided two guarantors for his lease obligations. It looks, therefore, as though there may have been a strict rule regarding the number of guarantors required for these leases. Erdas argues that this was a requirement of a law[376] and Papazarkadas has suggested that such a requirement was contained in the νόμος τῶν τεμενῶν[377] but we have no direct evidence to confirm either of these suggestions.

Walbank placed the threshold for the requirement for two guarantors at 600 *drachmai*[378] and suggested that if the rent was more than 1200 *drachmai* three guarantors were required[379]. However, the highest rent for which only one guarantor is recorded is 450 *drachmai*[380]. The threshold for the increase in the number of guarantors does not therefore have to be 600 *drachmai*; it could have been a lower figure – 500 *drachmai* for example; it is not possible to be certain. No lease in these records commanded more than two guarantors and we cannot therefore be sure whether there was a threshold above which three guarantors were required and if so what that threshold was[381].

The contrast between the high threshold for the increase to two guarantors in the case of the leases of sacred lands and the low threshold for land leased on Salamis is remarkable. If there was a law concerning the numbers of guarantors it clearly did not apply to the Salamis leases.

Nor did it apply to the leasing of land by demes. It will be recalled[382] that the decree of the deme of Eleusis of 333/332 BC providing for the lease of a quarry required the lessee to provide two guarantors (Cat#A37 LL29-31). The inscription also records that the quarry was eventually leased to Moirokles son of Euthydemos. He made a one off payment of 100 *drachmai* as a

[373] Walbank (1983d:207-211).
[374] *Ath.Ag.*19 L6 LL97-102, 105-109, 153-159 and 164-168; *Ath.Ag.*19 L10 LL9-13.
[375] *Ath.Ag.*19 L6 LL97-102: For information about Kephisophon see p76.
[376] Erdas (2010:199).
[377] Papazarkadas (2011:74-75).
[378] Walbank (1983a:135) followed by Papazarkadas (2011:57).
[379] Walbank (1984:363).
[380] *Ath.Ag.*19 L6 LL68-71.
[381] Walbank restored one of these records (Cat#A36 LL11-12) where a rent of 1270 *drachmai* was recorded on the basis that space was required for three guarantors. We cannot, however, be sure that this is correct since the restoration is based upon Walbank's theory concerning the thresholds for increasing the number of guarantors (Walbank (1984:363).
[382] p39.

contribution towards the cult of Herakles-in-Akris and took a five year lease at an annual rent of 150 *drachmai* (LL6-8), which is way below any threshold for two guarantors applicable to the sacred lands. It may be that at the time when they passed their decree in which they stipulated the number of guarantors required, the demesmen thought that their quarry would command a higher rent[383], but it seems unlikely that the expected rent could have been as high as the threshold for two guarantors found in the bulk records of the leases of sacred lands. It is possible that the requirement for more than one guarantor may be an indication that the deme encountered greater difficulty in finding wealthy guarantors than did the state[384].

Requiring guarantors to provide security

One way of ensuring that a guarantor would be acceptable to the community would be to require him to provide security for his obligations. A possible example of this is to be found in the general conditions of leasing published by the deme of Peiraieus (Cat#A28). It will be recalled that these provided (LL3-6) that, for rents above 10 *drachmai* the tenant had to provide adequate security for the rent (ἀποτίμημα τῆς μισθώσεως ἀξιόχρεων), whereas for rents under 10 *drachmai* he had to provide an ἐγγυητὴν ἀποδιδόμενον τὰ ἑαυτοῦ τῆς μισθώσεως.

There has been some debate about the proper interpretation of this document. Some scholars have interpreted ἀποδιδόμενον τὰ ἑαυτοῦ τῆς μισθώσεως in L6 to mean that the guarantor undertook to be liable for the rent from his own resources[385]. Others have taken the view that the words required some form of a sale with a right of redemption (πρᾶσις ἐπὶ λύσει), although there were differences of view between these scholars on the detail of what this involved[386]. Beasley contented himself by merely saying that the guarantor was required to pledge his property as security for the rent[387]. The problem with the view that the words required a πρᾶσις ἐπὶ λύσει is that, as Finley pointed out, it fails to explain why security over property should be required of the tenant for larger sums but both a guarantor and security over property for "smaller, virtually infinitesimal amounts". On the other hand, the problem with the interpretation that the words required the guarantor to be liable from his own resources is that it adds nothing further to the usual obligations of a guarantor who guaranteed payment of a sum of money or performance of an obligation, i.e. to pay that sum himself, or to perform or procure the performance of the obligation from his own resources. As Partsch noted in his discussion, this interpretation attributes no significance to the verb used here, ἀποδιδόσθαι (a point which

[383] It is possible that they accepted a lower rent in return for the one off payment to the cult.
[384] As already noted in relation to the general conditions of leasing of the deme of Peiraieus - see p41.
[385] Beauchet (1897:III.199.3); Lipsius (1905-1915:756); Ziebarth apud SIG^3 965 note 6; Kirchner IG II^2 2498: commentary on L4; Finley (1952:283-284); Whitehead (1986:157); Pernin (2014:62-63).
[386] Dareste, Haussoullier and Reinach (1891: I 270); Dittenberger SIG^2 534 note 6; Partsch (1909:259-261).
[387] Beasley (1902:16).

Finley conceded). Beauchet suggested that one could understand the word to mean that the tenant had to provide a guarantor who was prepared to pledge (but did not actually pledge) his possessions for the guarantee of the rent, but this is not very convincing; such a promise would not really amount to much at all. If circumstances arose when the guarantor was actually called upon to give the pledge, he might at that point be extremely reluctant to do so. If a pledge was to be worth anything, it had to be given at the time the guarantee was given. Merely being "prepared" to pledge would not be sufficient[388].

A search of the Attic orators and inscriptions shows that ἀποδιδόσθαι is never used to mean "pay", but usually to mean "sell" (although in some cases it carries with it the pejorative overtone of selling too cheaply or without proper regard for the consequences) with the price in the genitive case. The closest parallel is to be found in the *poletai* records of 367/366BC (*Ath.Ag.*19 P5 L23), where ἀποδιδόσθαι is used to describe the provision of security over a house in respect of a debt of 100 drachmai owed to a phratry. It is generally agreed that the security referred here was in the form of a πρᾶσις ἐπὶ λύσει[389].

However, as Harris has pointed out, there was often a lack of clarity in the language the Athenians used to describe the grant of security over property[390] and in his study of Athenian terminology for real security in leases and dowry agreements, Harris has shown that giving particular words and expressions a definite legal meaning may not be the right approach to understanding the terminology used for the provision of security in Athens of the fourth century BC. Much depended upon the context in which the expressions were used, particularly the nature of the underlying transaction in respect of which security was given[391]. Harris does not consider the Peiraieus general conditions in his discussion. However, the use of the word ἀποτίμημα in those conditions to refer to security for payment of rent under a lease certainly supports his theory that the word was often used where the obligations under the underlying transaction were mutual obligations (upon the tenant to pay the rent; upon the landlord to allow the tenant to occupy the land). Further, the use of the term ἀποδιδόμενον in relation to a guarantee similarly supports his theory that words of sale were used to describe the provision of security where the obligations under the underlying transaction were one sided: as was the case with a loan where the obligations were all upon the debtor (to repay), so with a guarantee the obligations are all on the guarantor.

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[388] It is possible that ἀποδιδόμενον here fell short of a giving of security but meant that the guarantor undertook not to sell his property and not to use it as security for any other debt. However, I have been unable to find any example of ἀποδιδόμενον being used in his way.
[389] See e.g. Finley (1952:112) Fine (1951:150); Harrison (1968-71:I.271).
[390] Harris (2006:177-190).
[391] Harris (2006:225ff).

It may therefore be unwise to conclude from the use of the words ἀποδιδόμενον τὰ ἑαυτοῦ here that a particular form of security was required. Rather we should merely note, as Beasley did, that the guarantor had to provide security.

As to the point made by Finley that, if the guarantor was required to provide security, this would provide the deme with greater security overall for lower rents than the security it would receive for higher rents, I think that the answer is that these general conditions have to be read in the context of the very small sums involved. The threshold for the provision of security as opposed to a surety was very low. The general conditions therefore allowed for situations where the tenants below the threshold would be unlikely to have any assets that they could provide as security for the payment of the rent and performance of their other obligations. They would therefore have to provide others who had assets that could be used to provide such security. These others might be poor too; they merely had to have sufficient assets to cover the modest amounts of rent and other obligations. For rents above the threshold, the general conditions assumed that the tenants would be able to provide security from their own assets, sufficient to cover the rent and other obligations (ἀξιόχρεων). The intended result may have been that the deme was protected equally whether the tenant provided security via a guarantor who would provide security or whether the tenant provided security himself.

Independent Delos

Numerous accounts of the *hieropoioi* record expenditure by them on λευκώματα εἰς διεγγυήσεις[392]. The *hieropoioi* normally use the term διεγγυήσις in their accounts to refer to the process of the provision and acceptance of guarantors. It is used in this sense in relation to the guarantors of the leases of the sacred estates. In the accounts of 250BC the *hieropoioi* recorded that they re-let the sacred estate of Rhamnoi οὐ καθιστάντος Ξενομῆδους τοὺς ἐγγύους κατὰ τὴν ἱερὰν συγγραφὴν ὅτε ἦσαν αἱ διεγγυήσεις[393]. This entry relates to a renewal of guarantors under an existing lease, but the same procedures must surely have applied to the provision of guarantors under a new lease[394]. The entry suggests that, in relation to the leases of the sacred estates, there was an appointed time when the tenant was expected to produce his guarantors[395]. Here, Xenomedes had either failed to put forward any guarantors or had put individuals forward who were then not approved. The numerous references in the accounts to λευκώματα εἰς διεγγυήσεις must mean that the approval of the guarantors was

[392] e.g. IG XI,2 219 L8 (restored); 237 L12 (restored); 287A L42.
[393] Cat#B17 L136.
[394] Kent (1948:275) said that new lessees were obliged to name their guarantors before the grant of the lease was approved (IG XI,2 287A LL145 and 153). This may be broadly correct, but does not reflect the terminology of the records referred to here, which speak of the land being leased to the tenant and then, when the tenant does not provide guarantors, of the land being re-let to another tenant. It was not a question of the grant of the lease being approved so much as a question of the guarantors being approved.
[395] Thus Homolle:(1890:430); Partsch (1909:399); Ziebarth (1926:105-106).

recorded in writing by the *hieropoioi*. The ἱερὰ συγγραφὴ itself may well have required the *hieropoioi* to publish the names of the tenants and their guarantors on whitened boards[396].

With regard to the sacred estates, Kent argued that the διεγγυήσις was a "ceremony of naming the guarantors", which took place in the month of Lenaion each year. He speculated that it was probably one of the first items on the agenda of the incoming *hieropoioi*[397]. In relation to the leasing of the sacred houses, Molinier described the διεγγυήσεις as a sitting of the *hieropoioi* at which they received the guarantors they had to approve as part of their responsibility[398]. Both Kent and Molinier could well be right.

The existence of a similar formal procedure for approval of guarantors of building contracts is supported by the formalities that appear to have surrounded entering into the contracts. In a building contract dated to 297BC the names of the contractors and the guarantors are followed by the names of witnesses, who are the *archon* for that year, the councillors and the *agoranomoi*, as well as private individuals[399]. Another building contract of the same date also contains a list of witnesses immediately after the names of the contractor and his guarantors. The list includes "the eleven", the secretaries of the Council, the *hieropoioi* and the *agoranomoi*, the treasurer of the city, the *agoranomoi* themselves, all of whom are named, and certain named private individuals[400]. Vial thought that "the eleven" were probably a special commission created at the time the people had decided on the project although its precise function is not known[401]. The accounts of the *hieropoioi* for 208BC[402] record amounts expended on building work κατὰ τὰς συγγραφὰς καὶ τὰς διεγγυήσεις. This implies that the procedures for the approval of guarantors formed an integral part of the award of the contract, the compound with διά suggesting that this procedure saw not only the giving but also the acceptance of the guarantors.

It is likely that the *hieropoioi* were responsible for the vetting of guarantors of the sacred estates and the sacred houses. With regard to building contracts, we have already seen[403] that there may have been a νόμος that provided for the approval of guarantors by the *hieropoioi* and *epimeletai*. The Council may have been involved as well in the approval of these guarantors. A

[396] Cat#B32 LL9-10, although the extensive restorations to this part of the inscription may have been based upon practices in Athens in relation to the grant of tax collection franchises.
[397] Kent (1948:274-275); see also Pernin (2014:225 and 490).
[398] Molinier (1914:37 and 62). Molinier (1914:62) says that the λευκώματα were used for the registration of the contracts of guarantee entered into at the διεγγυήσεις. Hennig (1983:448) points out, however, that there is no direct evidence of formal vetting of the guarantors of the tenants of sacred houses by the *hieropoioi.*
[399] Cat#B30 B LL13-20.
[400] Cat#B31 LL25-31.
[401] Vial (1985:118). A contract for ceiling coffer work to the temple of Apollo dated to about 280BC also had a list of witnesses appearing immediately after the names of the contractors and their guarantors (Cat#B33 B LL11-12).
[402] ID 365 LL23-24.
[403] pp59-61.

building contract dated to 280BC, after listing the names of the guarantors and of the witnesses, added specifically: τοὺς ἐ[γγύ]ους ἐδοκίμασεν ἡ βουλή[404]. Vial suggested that the *epimeletai* and the *hieropoioi* could accept or refuse a guarantor proposed by a building contractor and, if they accepted one, the Council would then vet him[405].

Vial thought it probable that the Council undertook the approval of the guarantors of tenants of the sacred estates and sacred houses and of borrowers as well. She argued that throughout the Greek world the authorities ("les autorités") would examine the guarantors of persons who concluded contracts with the state or a sanctuary although Delos was, according to her, the only city where this *dokimasia* was done by the Council and not by magistrates or a commission[406]. However there is no evidence which can confirm the involvement of the Council in the approval of guarantors for transactions other than building contracts and the fact that we know of at least one building contract where the guarantors were approved by the Council does not mean that the Council was required to do so in the case of every building contract in which guarantors were provided. It may be that the building project in the case in which the Council approved the guarantors was regarded as so important that the decree or other enabling instrument authorising its implementation required the Council to become more involved than it normally would. This would explain the specific mention in the contract of the fact that the Council had approved the guarantors. It may have been something out of the ordinary and therefore required a mention. Further, even if the Council was required to approve the guarantors for all building contracts in which guarantors were provided, it does not necessarily follow that it had a similar responsibility and function in relation to the sacred estates, sacred houses and borrowers. Indeed we have already seen[407], when reviewing the question of whether guarantors were always required, that building contracts seem to have been treated somewhat differently from other transactions.

Criteria

Information derived from the records and accounts of the *hieropoioi* about who the guarantors were provides some indication of what the criteria for acceptance of guarantors may have been.

Citizenship

[404] Cat#B33 B L12.
[405] Vial (1985:104 and 249).
[406] Vial (1985:104); although she later modified her view by explaining that normally this function woud be carried out not by the Council itself but by a commission of the Council (Vial (1997:343)). Ziebarth (1926:106), too, on the basis of Cat#B33 B L12, believed that the Council took an active part in the approval of guarantors for the sacred estates.
[407] pp61-62.

In contrast with the period of the Athenian amphiktyony[408], there are only two instances in the surviving records from the period of Delian independence of a guarantor who is not a Delian citizen: Kleosthenides of Rhodes and Apollonios of Phoenicia. Both attestations date from the second century BC and both of them concern guarantors of leases of sacred houses. We know that only Delian citizens could own real estate on Delos and Rhenaia[409]. Thus, as in Athens, where the guarantor was a Delian citizen, and it became necessary to enforce the guarantee, the temple could have access to a valuable immovable asset of the guarantor if he owned property on the islands. In the case of the two foreign guarantors, it is possible that (a) they had been granted the right to own land on Delos and Rhenaia and owned real estate there, or (b) there was a legal convention between Delos and the guarantors' home states that allowed the *hieropoioi* to take the guarantors to court over any unpaid rent[410], or (c) Delos had relaxed its restrictions on who could own real estate on the islands.

However, it is not possible to ascertain which, if any, of these possibilities applied: Kleosthenides of Rhodes never seems to have been called upon to pay. He had stood as guarantor of Noumenios (no patronymic but described as διδάσκαλος), tenant of the house "next to Bremes" in 192BC. It appears from the accounts of 189BC that the lease was cancelled and the house re-let at a lower rent. However, Noumenios was recorded as having paid 10 *drachmai* shortfall himself and Kleosthenides did not have to be called upon as guarantor[411]. This problem was evidently only a temporary one, because we find Noumenios again as tenant of the same house in 179BC, although we do not know who his guarantor was[412].

The other foreign guarantor, Apollonios of Phoenicia, was the guarantor of Ostakos son of Ostakos, tenant of Sosileia[413]. If there were any problems with his tenancy, they have not manifested themselves in the surviving accounts of the *hieropoioi*.

Although the number of non-Delians who entered into transactions with the god seems to have been relatively small, the evidence shows that their guarantors were in the majority of cases Delian citizens. However there is insufficient evidence for us to be confident that this was always the case:

[408] See p75.
[409] A decree appears to have been necessary to allow Hegestratos, a *proxenos* and benefactor of the city of Delos, to own land on Delos and Rhenaia (IG XI,4 543 – 285-270BC) and an account survives from the second century BC which refers to οἱ ἐγκεκτημένοι ἐν ῾Ρηνείαι – Vial (1985:318 note 12).
[410] See p75 footnote 342; however, no example of such a convention involving independent Delos has survived.
[411] ID 400 L20 and 403 LL60-61.
[412] ID 442A L143.
[413] ID 400 LL10-11.

- from the list prepared by Kent of two hundred and fifty tenants of the sacred estates[414] there is only one foreign tenant: Sotadas of Crete tenant of Panormos who provided one Delian guarantor, Antigonos son of Andromenes[415];

- in the period 314 to 246BC, there are five foreign building contractors who provided guarantors whose names have survived, and all their guarantors were Delian citizens[416];

- of those individual borrowers who are recorded as having provided guarantors during the period of Delian independence two were foreigners: Xenon of Hermione, who provided a Delian guarantor[417] and Apollodoros son of Apollonios of Kyzikos, the names of whose guarantors are unknown[418]. Xenon's guarantor paid interest on his behalf in 278 and 270BC. However, he and his guarantor are recorded as owing interest in 269, 257, 250 and 248BC – it appears that notwithstanding the fact that the guarantor was a Delian citizen, the *hieropoioi* still encountered difficulty in recovering the interest owed on the loan[419]. Apollodoros had been granted citizenship and the right to own land and houses by a decree dated to between 300 and 250BC[420] and we can therefore regard him as a Delian citizen for current purposes[421].

- From Molinier's list of one hundred and sixty four tenants of the sacred houses[422] and from the further ten tenants identified by Hennig[423], only two are certainly foreigners: one was Tolmides of Paros, who was tenant of Episthenia in 279BC and provided two Delian guarantors. Tolmides' guarantors paid the rent on his behalf on this occasion (279BC) and in the following year. This is a good example of the potential usefulness from the temple's point of view of having a Delian guarantor where the tenant was a foreigner: the *hieropoioi* could simply collect the rent directly from the guarantor. In 274BC, however, having a Delian guarantor did not help: both Tolmides and his guarantor were recorded as debtors of the god for his rent[424]. The other foreign tenant

[414] Kent (1948:320-337).
[415] IG XI,2 161C LL111-115 (279BC).
[416] A contract dated to 297BC named three contractors, all from Syros. There were seven Delian guarantors (Cat#B30 B LL12-16); in another contract of 297BC, the contractor was from Paros; there were two Delian guarantors (Cat#B31 LL24-25); a contract dated to about 280BC divided the work required into two and awarded one part to a contractor from Paros (the other part was awarded to a Delian contractor); the Parian's guarantor was a Delian (Cat#B33 B LL9-10 with Cat#B10 A LL44-46 – see p58 note 272).
[417] IG XI,2 161A L35 (279BC).
[418] IG XI,2 287A L192; ID 353B LL28-29; 363 L62; 366A L116; 369A L24; 372A L176; 444A L43 and 457 L32; Bogaert (1968:146).
[419] IG XI,2 161A L35; 162A L26; 203D L80; 226A L26; 287A L19; ID 291 d L27.
[420] IG XI,4 562 LL14-17.
[421] In fact all the entries listed in note 418 record interest unpaid by Apollodoros and his guarantors. If the guarantors needed to be Delian citizens, this does not seem to have assisted the *hieropoioi* in this case.
[422] Molinier (1914:93-103).
[423] Hennig (1983:475-495).
[424] Cat#B10 A L24; IG XI,2 162A L20; Cat#B13 B L94 (with regard to the last entry, I follow Reger (1994:343-344), who identified the "Poros" here recorded with Tolmides of Paros, rather than, as Durrbach (in his notes to IG XI,2

was Alexipolis of Thera, tenant of Epistheneia in 258BC[425]; the names of the guarantors, if there were any, have not survived. Four other tenants have been identified who may have been foreigners: (a) Noumenios (the διδάσκαλος already mentioned above). His guarantor was Kleosthenides of Rhodes, one of the two foreign guarantors mentioned above[426]; (b) Pyrros (no patronymic but described as πυρφυρόβαφος)[427], listed in the accounts of 192BC when he was granted the lease of the house of Aristoboulos; he provided a Delian guarantor, Diogenes son of Diogenes[428]; (c) Sotas[429] but no mention is made of any guarantors for his tenancy; and (d) Pathon son of Euporion[430] but, again, no mention is made of any guarantors.

The evidence set out above suggests that, whilst having guarantors with assets located on Delos or Rhenaia could be advantageous from the god's point of view, there were occasions when this advantage did not materialise.

Wealth

As at Athens, so on independent Delos, one would expect the guarantors to be wealthy individuals. In the case of building contracts, this is supported by two contracts which specifically included a requirement that guarantors be ἀξιοχρέοι[431].

With regard to the sacred estates, Kent thought that it likely that the financial status of guarantors was subject to scrutiny in much the same manner as guarantors of building contracts[432].

As to the sacred houses, Molinier argued that the choice of the *hieropoioi* in general fell judiciously upon persons whose wealth provided all assurances, men who played a part in the affairs of the island and who were known by their fellow citizens[433]. He gave some examples:

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163) and Lacroix (1932:520) thought, Poros, a metic, who was included in a list of *choregoi* of 284BC (IG XI,2 105 L11): the fact that Cat#B13 B L94 records this individual as tenant of one of the Epistheneia houses (albeit misspelt) seems to me to compel the conclusion that there was an error by the engraver here and that "Poros" should read "Parios").

[425] IG XI,2 224A LL19-20.

[426] p89.

[427] Noumenios and Pyrros were identified by Durrbach (1911:82) and Molinier (1914:37); they argued that the profession of these two individuals indicates that they were foreigners. Hennig (1983:461) argued that there was no ground for such a conclusion.

[428] ID 400 LL7-8.

[429] IG XI,2 203A L27: Durrbach (in his notes to IG XI,2 203) and Lacroix (1932:520 and 512) suggested that this might be the metalworker and metic, Sotas son of Dexias, who appeared in a list of *choregoi* of 261BC (IG XI,2 114 L17 and 204 L54).

[430] ID 459 L35: Durrbach in his notes in *ID* thought he was a Tenian, brother of a building contractor, Philophron son of Euporion of Tenos (ID 442B L225). But Hennig (1983) 461 emphasises the uncertainty of the reading in ID 459, acknowledged by Lacroix (1932:520).

[431] Cat#B31 L9 (as restored by Feyel (1941:161) – see p62 note 295); Cat#B35 L22; Vial (1985:104).

[432] Kent (1948:275).

[433] Molinier (1914:38).

(1) Aristeides son of Teleson was *epistates* of the festivals[434]; Molinier remarked that to be chosen for that role in a place such as Delos where religious life held a very large place, a man had to be a wealthy and honoured figure; (2) Demonous son of Nikon had been *hieropoios*[435]; (3) Antigonos son of Charistios was probably the grandson of an *archon*, as well as being a tenant of one of the sacred estates, a guarantor of a loan, *epistates* of the festival and a tax farmer; he is also known from a statue dedicated by him to the memory of his father, the work of the sculptor Theon[436]. Hennig[437] argued that archons, *hieropoioi* and *tamiai* belonged to the upper strata of Delian society and identified some guarantors whom he regarded as members of these upper strata on that basis. He added that others could be regarded as belonging to the upper strata if corresponding indications mounted up and he gave as an example Polyboulos son of Phokaieus (guarantor of Amnos son of Hierombrotos tenant of certain androns in 192BC[438]) on the basis that his brother, Apollodoros was *prodaneistes* in 208BC[439] and probably a member of the Council in 206BC[440], another brother, Polyxenos, was *choregos* in 215BC[441] and a nephew, Phokaieus son of Polyxenos, was *archon* in 180BC[442]. However, both Molinier's and Hennig's criteria are open to criticism. A man was not necessarily wealthy simply because he was an archon or a tenant of one of the sacred estates or guarantor on another transaction ten years later.

In order to test the expectation that guarantors would have to be wealthy, and the views expressed by the scholars summarised above, I have analysed the evidence from the records of the *hieropoioi* of the wealth of the Delian guarantors and their families for all types of transaction, adopting for that purpose the criteria for wealth described in chapter 1[443]. For this purpose I have not gone beyond one generation before or after the guarantor's generation, taking into account that fortunes could be rapidly won or lost. The results are tabulated in Appendix D. They show relatively high proportions of wealthy guarantors. These figures have to be treated with some caution. They are based upon necessarily limited information. But they do tend to confirm our expectations.

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[434] Guarantor of Epiktemon son of Melikos in 192BC (ID 400 L28) and *epistates* in 207BC (ID 366 L90).
[435] Guarantor of Aristoboulos son of Lysixenos in 257BC (IG XI,2 226A L19), *hieropoios* in 278BC (IG XI,2 161A L124); also identified as wealthy by Hennig (1983:465).
[436] Guarantor of two tenants, Satyros son of Amphikles (ID 400 L22) and Phokion son of Kleokritos (ID 400 LL29-30) in 192BC; grandson of Antigonos son of Charistios, *archon* in 255BC (IG XI,2 116 L1), tenant of Sosimacheia in 192BC (ID 399A L77), guarantor of a loan in c182BC (ID 407 L36), *epistates* of the festival in 207BC (ID 366A L132), tax farmer in 179BC (ID 442D LL20-25); dedication to his father - IG XI,4 1180.
[437] Hennig (1983:464-466).
[438] ID 400 L15.
[439] ID 365 L9.
[440] ID 368 L12.
[441] IG XI,2 126 L3.
[442] ID 442A L21ff with Durrbach's notes and IG XI,4 1067ef L8.
[443] pp47-48.

In the case of building contracts, the financial standing of the guarantors seems to have been particularly important. This may be an indication that the contractors were either men with few assets or men whose assets would not be easily accessible to the *hieropoioi* on Delos. If this is correct, it may be no accident that the only documents that expressly require the guarantors to be ἀξιοχρέοι are documents relating to building contracts.

Other criteria

The records of the *hieropoioi* of Delos support the view that, as at Athens, other criteria than wealth may sometimes have played a part in the approval of guarantors. The best evidence concerns building contracts, where it appears that, although, as has been seen, financial standing was important, knowledge of construction and of the skills necessary to carry out the work may have mattered as well.

Thus, Nikon son of Demonous, one of the two guarantors of the building contract dated to 297BC for paving work at the temple of Apollo[444], was an official (*epimeletes*) for public building works in subsequent years[445]. His son, Demenous, was also an *epimeletes* of the works as well as a *hieropoios*[446]. Vial suggested that another branch of his family may have had a particular interest in the temple of Apollo[447]. Nikon and his family thus combined knowledge of the building process with an understanding of the extreme importance to the sanctuary in having the work done properly; these were important attributes for a guarantor of a significant building contract. This was in addition to the advantages of wealth offered by the family[448].

One of the guarantors of the building contract dated to 279BC for tiling work to the temple of Artemis was Sosimenes[449]. According to Vial, this was Sosimenes son of Antigonos, who was a member of another branch of the family to which Nikon son of Demenous belonged[450]. Of particular significance here is the fact that the accounts of the *hieropoioi* for 269BC record that Sosimenes was paid the sum of 133 *drachmai* 2 *oboloi*, being the first instalment under a contract for the supply of stone for the treasury[451]. In other words, Sosimenes sometimes traded as a contractor himself. His knowledge of the building trade would have enabled him to give

[444] Cat#B31 L25.
[445] IG XI,2 199A L91 (274BC); 203B L17 (269BC).
[446] *Epimeletes*: IG XI,2 199A L98 (274BC); *hieropoios*: IG XI,2 161A L124 and 162A L1 (278BC).
[447] Vial (1985:366).
[448] Demenous was an *anadochos* (IG XI,2 203A LL76-77); Nikon's other son, Sosidemos, was a *prodaneistes* and a treasurer (IG XI,2 287A LL123-125; 287A L14).
[449] Cat#B10 A L80.
[450] Vial (1985:365).
[451] IG XI,2 203A LL81-82; Feyel (2006:466).

useful advice to the contractor if he encountered difficulties. This may have been borne in mind when Sosimenes was approved as a guarantor in this case[452].

Similarly, for the reasons discussed in relation to the sacred lands at Athens[453], the fact that a proposed guarantor for a tenant of the sacred estates on independent Delos had himself been a tenant of a sacred estate may have influenced the *hieropoioi* in accepting him as guarantor. The evidence supports this possibility: out of the twenty-seven guarantors of the sacred estates appearing in the records of the *hieropoioi* from 314-250BC for whom we have further information, five had already had experience as tenant of one of the sacred estates and two of those five had previous experience of farming the very estate that they were guaranteeing[454]. Of particular interest is Polyboulos son of Parmenion: he had been the tenant of Skitoneia since 258BC, or before, but lost the lease in 250BC when he was unable to provide guarantors. The lease was then re-let to Kallisthenes son of Diakritos. Surprisingly, the *hieropoioi* accepted Polyboulos as Kallisthenes' guarantor. Polyboulos cannot have been accepted upon the ground of his financial standing as he had been unable to produce guarantors for himself as tenant. Perhaps more important was the fact that Polyboulos had been tenant of Skitoneia for the past eight years of more. Ironically, Kallisthenes failed to pay the rent in full and Polyboulos and his fellow guarantor had to pay the balance. Fortunately for them, this only required a payment of 18 *drachmai* 3 *oboloi* and 7 *chalkoi*[455].

In addition, the accounts show that a further three guarantors were relatives of men (father, brother or uncle) who had previous experience of farming the sacred estates[456]. Of particular interest here is Antikrates son of Aristodikos, who was accepted as guarantor of a new lease of Pyrgoi granted in 250BC notwithstanding that his uncle, Timesidemos, had, earlier in the same

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[452] Feyel (2006:464-466) argued that some craftsmen established for themselves a form of mutual support by agreeing to stand as guarantors for each other in building contracts: this is quite plausible, although the only direct evidence of a guarantor who was also a contractor is that of Sosimenes.
[453] pp77-78.
[454] The five were: (1) Gnosidikos son of Herakleides, guarantor of Panormos in c301BC previously tenant of Nikou Choros in c313BC and of Limnai in c301BC (IG XI,2 147A LL15-17; 135 LL14-15; 144A L12); (2) Polyboulos son of Parmenion, guarantor of Skitoneia in 250BC previously tenant of the same estate in 258BC (IG XI,2 287D LL27-28; 224A L16 (as restored by Kent (1939:238)); 287A LL137-138); (3) Polybos son of Diodotos, guarantor of Dionysios in 250BC, previously tenant of Sosimacheia in 269 and 268 (IG XI,2 203A L24; 204 L20; 287A L160); (4) Polyxenos son of Aresimbrotos, guarantor of Panormos in 250BC, previously tenant of the same estate under the immediately preceding lease (IG XI,2 224A L16; 275 A L14; 287A L30 and 167); (5) Teleson son of Xenon, guarantor of Akra Delos in 250BC, previously tenant of Chareteia in 257BC (IG XI,2 226A L30; 287A L176).
[455] IG XI,2 287A LL26-27; D LL27-29 (as restored by Kent (1939:239)).
[456] The three were: (1) Kleokritos son of Hermon, guarantor of Dionysios in 297BC, whose father, had been tenant of Leimon in c313BC and tenant of Phoinikes in 301BC (IG XI,2 135 L3; 144A L10; 149 L12); (2) Hermon son of Kallisthenes, guarantor of Skitoneia in 250BC (IG XI,2 287A L27), whose brother, Diakritos, had been tenant of Phytalia in 269 and 268BC (IG XI,2 203A LL22-23; 204 L18 and whose father, Kallisthenes son of Diakritos, had been tenant of Phytalia in 279, 278 and 274BC and tenant of Phoinikes in 269 and 268 BC (IG XI,2 161A L14; 162A L12, 199A L7; 203A L23; 204 LL18-19); (3) Antikrates son of Aristodikos guarantor of Pyrgoi in 250BC (IG XI,2 287A L172), whose father, Aristodikos son of Antikrates, and uncle, Timesidemos son of Antikrates, had been tenants of Charoneia in 274, 269 and 268BC (IG XI,2 199A L5; 203A L20; 204 LL9-10), and whose uncle, Timesidemos son of Antikrates, had been sole tenant of Charoneia in 258 and 250BC (IG XI,2 224A LL13-14; 225 L16; 287A LL27-28, 138).

year, as tenant of Charoneia, failed to pay his rent and then failed to renew his guarantors. Timesidemos and Antikrates' father, Aristodikos, had farmed Charoneia from at least 274BC until 250BC. It is possible that concerns about the financial standing of Antikrates' family were outweighed by the advantages that his family offered in terms of experience of farming the sacred estates.

Guarantors who are relatives of contractors whom they guarantee

Vial commented upon the particular strength of family ties on Delos. She listed the instances of sons guaranteeing fathers: eight loans, two sacred estates, one ferry operation franchise and one sacred house. She noted that there is only one example of a father guaranteeing his son (the son was a tenant of a sacred estate). She also highlighted examples of solidarity between brothers, listing eleven instances of one brother guaranteeing the obligations of another: six loans, three sacred estates and two sacred houses[457].

In relation to the leases of the sacred estates, we may add one example of a man guaranteeing the obligations of his cousin, two instances of guarantors being almost certainly related to the tenants whose obligations they were guaranteeing and three instances where this was probably the case[458]. Of the twenty-seven guarantors of the sacred estates for whom we have further information for the period 314-250BC, eleven were certainly, probably or possibly related to the tenant whose obligations they were guaranteeing.

In relation to the leases of the sacred houses, Molinier argued that there was at Delos "a system of familial guarantees" and he gave examples from the accounts of 279BC of a tenant being guaranteed by his son and of another tenant being guaranteed by his nephew and by his brother, and from the accounts of 192BC of a tenant being guaranteed by his brother[459]. It may be going too far to say that there was a "system" simply on the basis of a few surviving examples. However, it is interesting to note that, of the eight guarantors of the sacred houses for whom we have further information for the period 314-250BC, three were related to the tenant whose obligations they were guaranteeing[460].

[457] Vial (1985:292-293).
[458] IG XI,2 287A L158 (cousins per Vial (1984:302)), 287A L158 and 169 (guarantors related to tenants per Vial (1985:303 and 333 respectively), 287A LL28-29 (three guarantors of Timesidemos son of Antikrates all possibly related to him per Vial (1985:219)).
[459] Molinier (1914:38-39).
[460] These were the three guarantors cited by Molinier (1914:38-39) from the accounts of 279BC.

The records of the tax collection and ferry franchises provide a similar picture. Here, of the eight guarantors for whom we have further information for the period 314-250BC, two were the sons of the contractor who had been awarded the franchise[461].

Similarly with regard to guarantors of loans, of the twelve guarantors of personal loans for whom we have further information for the period 314-250BC, two were the brothers of the borrower and one was the borrower's cousin[462].

By contrast with the other transactions, no records survive of a guarantor who was related to a contractor under a building contract during the period 314-246BC. This may not be a mere accident of survival. As has already been seen, building contracts seem to be a case apart. Foreign contractors were more common. The financial strength of the guarantor was a key consideration. The likelihood that the contractors and guarantors would move in the same social and economic circles was smaller.

As discussed in relation to Athens[463], accepting as guarantor someone who was a relative of the man whose obligations he was guaranteeing could be perceived to have advantages (for example by allowing wealthy families to have control over their leases of sacred lands[464]) but could also have placed the god at greater risk of not being able to recover sums due. The information available from Delos provides a means of checking whether the latter was a real possibility: four of the eleven tenants of the sacred estates referred to above (two of whom were "wealthy" according to my adopted criteria) failed to pay the rent, either wholly or partly. In three of these cases, it appears that the guarantor-relatives paid up instead, so the sanctuary was not out of pocket. In one case, however, it appears that the rent was not paid in full and we have no record of the outstanding balance being paid[465]. The evidence is starker in the case of the leases of the sacred houses. For the period 314 – 250BC, both of the tenants who are known from the accounts to have been related to their guarantors defaulted in payment of their rent and

[461] Both were guarantors of their father's obligations under franchises for the ferry to Rheneia, one dated to 296-279BC (IG XI,2 153 L20), the other to 274BC (IG XI,2 199B L96) (Vial (1985:292 and 137 note 70)).
[462] The two instances of brothers guaranteeing brothers are listed by Vial (1985:292). In addition, Antigonos son of Demeas guaranteed the obligations of his cousin, Autokles son of Teleson, under two loans taken out in 250BC (IG XI,2 287A LL126-129).
[463] pp78-79.
[464] Vial (1985:334-338); Brunet in Prêtre (2002: 263-264); Pernin (2014:517).
[465] The defaulting tenants were: (1) Maisiades son of Herakleides tenant of Panormos, whose brother, Gnosidikos, was his guarantor. In 300BC Gnosidikos paid the share of the rent allotted to him as guarantor (IG XI,2 147A LL15-17). We do not know who, if anybody, paid the rest of the rent but Maisiades was still tenant in 297BC when he paid the rent in full (IG XI,2 149 LL5-6 – Reger (1994:281-282)); (2) Amphistratos son of Hypsokles, tenant of Sosimacheia, whose father, Hypsokles was his guarantor. Hypsokles paid all but one *drachma* of the rent (Cat#B10 A LL39-40 – Vial (1984:293)); we do not know whether the one *drachma* was ever paid; (3) Kallisthenes son of Diakritos, tenant of Skitoneia, whose son, Hermon, was guarantor. Kallisthenes paid most of the rent but the balance was paid by Hermon and by Kallisthenes' other guarantor, Polyboulos son of Parmenion (IG XI,2 287A LL26-27 and D LL27-29 with Kent (1939:239)); (4) Timesidemos son of Antikrates, tenant of Charoneia, was probably related to three of his eight guarantors, Eukleides son of Pyrrhides, Polystratos son of Timothemis and Polyxenos son of Alkimachos. Timesidemos paid the rent in part and his three relatives, along with this other guarantors, contributed to paying the balance (IG XI,2 287A LL29-31).

in each case the tenant and his guarantor-relatives were listed as indebted to the god[466]. Both the ferry franchise holders who are known to have provided relatives as guarantors defaulted in their payments and were listed, along with their guarantor-sons, as owing money to the god[467]. On the other hand, those who provided relatives as guarantors of loans are not recorded as defaulting. This difference may be purely accidental but is a salutary warning as to the reliability of the evidence for all types of transaction: we are dealing here with very low numbers and the evidence is incomplete and randomly preserved. We therefore need to proceed with caution. Nevertheless, the weight of the evidence does seem to suggest that in many cases the *hieropoioi* were exposing the sanctuary to greater risks of default by agreeing to accept family members as guarantors.

The evidence from Delos also suggests that it may have been more common for sons to guarantee fathers rather than for fathers to guarantee sons, whereas the evidence from Athens suggests that it may have been the other way round. Vial thought that the reason for fathers not guaranteeing their sons more often may have been the risk of disadvantaging any other sons if things turned out badly[468]. This may well have been the case.

Vial further noted that two members of the same family, usually two brothers, frequently acted as guarantors together for a third person. Vial listed eleven cases of this phenomenon of which seven involved brothers[469]. By contrast, we have only one example from Athens[470]. Vial thought that the phenomenon was explained by the closeness of families in financial matters. If this explanation is right, the acceptance by the *hieropoioi* of guarantors from the same family could again have been exposing the sanctuary to risk, especially if, in the case of brothers, they had not divided their father's estate between them. Even if they had divided their father's estate, if Vial is correct about the closeness of the family ties, this could have meant that if one guarantor brother suffered a financial disaster it would be more likely that the other guarantor brother would be affected by it than if the two guarantors were truly independent of each other. Here again, we can use the evidence to test this theory. This shows that in two of the eleven instances in which the guarantors were related to each other the guarantors failed to pay when called upon to do so: Hegesagoras son of Metrodoros and Metrodoros son of Amynos (father

[466] (1) Apemantos son of Leophon, tenant of one of the houses of Episthenes, is listed along with Sphongos, his son and guarantor, as owing rent to the god (IG XI,2 161D LL69-72); (2) and (3) Aristokrates son of Amynos, tenant of the house in Kolonos, is listed along with his brother, Metrodoros, and his nephew, Hegesagoras son of Metrodoros, his guarantors, as owing rent to the god (IG XI,2 161D LL63-68).
[467] (1) Polyanthes son of Philoxenos and his guarantor-son, Simos (IG XI,2 153 LL19-20); (2) Nikodromos son of Tuekros and his guarantor-son, Aristolochos (IG XI,2 199B L96).
[468] Vial (1985:293).
[469] Vial (1985:298-299). To these could be added a twelfth case of Antigonos son of Demeas and Telemnestos son of Antigonos, guarantors of two loans to Autokles son of Teleson totalling 600 *drachmai* in 250BC (IG XI,2 287A LL126-129). Vial (1985:303-304) says that the guarantors were members of the same family.
[470] Megakles son of Menippos and Menippos son of Megakles, father and son guarantors of a building contract of 307/306BC (Cat#A15 Col IV LL120-126).

and son guarantors) failed to pay the rent they had guaranteed on one of the sacred houses in 279BC[471], and, in 250BC, Hierokles and Phrasilas the sons of Ammonios (guarantor brothers), were recorded as owing one half of the 419 *drachmai* and 3 *oboloi* shortfall in rent (plus a *hemiolion*) following the re-letting of part of the estate of Chareteia after the tenant had failed to renew them as his guarantors[472]. The evidence is rather limited but, again, the "failure rate" appears high and we may tentatively conclude that the *hieropoioi* may well have been taking a risk on behalf of the god in accepting guarantors who were related to each other.

Numbers of guarantors

For the leases of the sacred estates, Kent noted that in the vast majority of cases there were two guarantors, that in a few cases there was only one and that on two occasions at least there were more than two. Kent concluded that two guarantors were not obligatory under the ἱερὰ συγγραφή but were customary: all that the ἱερὰ συγγραφή required was that the guarantors be adequate[473].

Appendix E shows the numbers of guarantors provided by the tenants of leases of the sacred estates taken from the accounts of the *hieropoioi* where we also have a record of the rent payable, covering the period 314 to 250 BC[474]. I have also indicated where one or more of the guarantors for a particular estate were "wealthy" in the sense defined in chapter 1[475].

The figures in Appendix E provide examples of situations where financial considerations may have been taken into account when determining the number of guarantors. Thus, in two of the five instances where we find a sole guarantor, that guarantor was from a wealthy family. In the case where there were eight guarantors, the tenant concerned in the event failed to pay the rent in full and his guarantors made payments to make up the difference. The tenant then failed to renew his guarantors and the land was re-let to a different tenant[476]. Here it was not so much the financial strength of the guarantors that must have been taken into account as the financial weakness of the tenant.

However, it can also be seen that the norm was to provide two guarantors and that there was a very wide range of rents where two guarantors were provided – from 48 to 1400 *drachmai*. This is in marked contrast to the bulk record of leases of sacred lands in Athens of the fourth century BC, where, as discussed above, a clear relationship between the amount of the rent and

[471] IG XI,2 161D LL63-68.
[472] IG XI,2 287A LL140-141.
[473] Kent (1948:275).
[474] I have based the rents on Reger (1994:309 – 337).
[475] pp47-48.
[476] IG XI,2 287A LL27-29 and 138.

the number of guarantors is discernible, and suggests that on Delos factors other than financial concerns may often have influenced the number of guarantors. This possibility is further emphasised by the fact that sometimes comparatively low rents are guaranteed by two guarantors, at least one of whom is "wealthy". What these factors might be, we do not know; possibilities include: a fear on the part of the *hieropoioi* of being criticised if they departed from the norm of two guarantors even where one guarantor would do; a smaller pool of individuals from which guarantors could be chosen, which imposed constraints where it might be better to have more than two guarantors; or a perception that including a guarantor who had actual experience of farming the sacred estate concerned might be preferable to having a greater number of guarantors.

Molinier studied the numbers of guarantors provided for the leases of the sacred houses. He noted that these changed over time[477]: in 279BC (the earliest date for which we have records of the number of guarantors) the accounts record two guarantors for each tenant[478]; in the lettings of 257BC some of the tenants provided two guarantors and some only one[479]; the accounts of 207BC record that, in a re-letting of a *xylon* following non-renewal of guarantors by the existing tenant, the new tenant provided only one guarantor[480]. By the time of the lettings of 192BC, only one guarantor is provided by each of the seventeen new tenants[481], and the accounts of 189BC record that when one of those tenants failed to renew his guarantor, the new tenant likewise provided only one[482]. The reason for the reduction in the number of guarantors is not known – Molinier suggested that it was perhaps a measure of confidence on the part of the *hieropoioi*; or that perhaps, with the increase in the wealth of Delians in the later period[483], there were more individuals capable of assuming responsibility for the whole of the guarantee. Molinier may well be correct. However, it is also clear that the number of guarantors was not dictated by the amount of the rent in any of the periods concerned. This can be seen from Appendix F, which shows the numbers of guarantors provided by tenants of leases of the sacred houses taken from the accounts of the *hieropoioi* where we also have a record of the rent payable, covering the period 314 to 250 BC. Here the approach seems to have been similar to the one taken in relation to the leases of the sacred estates and, again, is in marked contrast to the Athenian approach to the leases of sacred lands.

[477] Molinier (1914:61-62).
[478] Cat#B10 D LL60-76.
[479] IG XI,2 226A LL11-22.
[480] Cat#B22 LL106-107.
[481] Cat#B26 LL1-30.
[482] Cat#B27 LL53-55.
[483] Reger (1994:257-264) has confirmed that there was an increase in prosperity in the Delian economy based mainly upon "increased local transit trade" which must have begun between 250 and 230BC and continued until the end of the period of Delian independence.

Turning now to the number of guarantors of loans granted to individuals by Apollo, the figures for the period from 314 to 250BC are set out in Appendix G. Here it seems that two was the norm. Indeed for those where we know of only one guarantor, we cannot be sure that there was not another one. The number of guarantors thus remains the same regardless of the amount borrowed. This may have been because the borrower offered immovable property as security for the loan. The financial assurance provided by the guarantors was therefore less important and the financial standing of guarantors less significant in determining their number.

In the case of building contracts, unlike other transactions mentioned so far, there is a clear correlation between the number of guarantors and the contract price. This can be seen from Appendix H. At one extreme there is a contract for 30,300 *drachmai*: there were three contractors and seven guarantors. At the other extreme is a contract for 300 *drachmai* for which only one guarantor was provided. The highest value contract for which we can be certain that only one guarantor was provided is 912 *drachmai*. There is an overlap between contracts that had two guarantors (highest value was over 2990 *drachmai*) and a contract that had three (lowest value 1715 *drachmai* 5 *obols* and with three contractors). Nevertheless the pattern is fairly clear and is a great contrast with, for example the leases of the sacred houses and the loans to individuals.

Requiring guarantors to provide security

Whereas requiring guarantors to provide security appears to have been the exception at Athens, there is considerable evidence of it on independent Delos. When recording the grant of a loan in their accounts, the *hieropoioi* usually mention that the borrower provided security over real estate (e.g. a loan to Autokles son of Teleson ἐπὶ ὑποθήκει τεῖ οἰκίαι τῆι ἐν Θώκωι - Cat#B17 L126). They then often add that the loan was also granted, for example in the case of the loan just mentioned, ἐπὶ τοῖς ἄλλοις τοῖς ὑπάρχουσιν Αὐτοκλεῖ πᾶσιν (Cat#B17 LL126-127). The precise nature of this security is not stated, but it appears to have been some kind of general pledge of the borrower's possessions[484]. Sometimes the guarantor's possessions are also included in this general pledge (e.g. καὶ ἐπὶ τοῖς ἄλλοις τοῖς ὑπάρχουσιν αὐτῶι πᾶσιν καὶ ἐπὶ τοῖς τῶν ἐγγύων - Cat#B24 LL119-120)[485].

In relation to the leases of the sacred estates, the ἱερὰ συγγραφὴ (Cat#B32 LL46-49) specifically provided that all the possessions of the guarantors of the tenants shall be pledged to

[484] Bogaert (1968:147).
[485] Other examples: IG XI,2 287A LL126-131; 287bis col II LL12-29; ID 290 LL132-135; 298 LL191-195; 363 LL37-44; 372A LL121-137; 396A LL40-63; 407 LL27-42. See Velissaropoulos-Karakostas (2011:164-165).

the god. Here again the precise legal nature of the security is not spelt out but it appears to have given the god some kind of preferential rights over the guarantors' possessions[486].

Boiotia

Approval of guarantors

Two of the προρρήσεις from Thespiai specifically required the guarantors to be approved by the officials (in one, the *katoptai*; in the other, the *archa*)[487]. Two other προρρήσεις (Cat#C3 and Cat#C6) required the tenants to provide guarantors "for the *hierarchs*" and "for the *archa*" suggesting that here too the approval of the relevant officials was required[488].

As discussed in chapter 1[489], it is possible that the νόμος referred to in the building contract from Lebadeia set out the procedure to be followed for the approval of guarantors for building contracts, leases and other contracts entered into with the *koinon*, a city, or one of their gods or goddesses.

The same contract concludes with a general "sweeping up" provision to the effect that any other matters not expressly provided for in the contract are to be in accordance with the κατοπτικὸν νόμον καὶ ναοποϊκὸν[490]. Further possibilities, therefore, are that (a) the ναοποϊκὸς νόμος required guarantors of building contracts with the *koinon* or one of its gods or goddesses to be approved by the *naopoioi*, who had wide powers under the contract to monitor the performance of the work, to accept completed work and to award the contract to other contractors if the first contractor defaulted[491], or (b) that the κατοπτικὸς νόμος required all those who gave a guarantee to the *koinon* to be approved by the *katoptai* (who, at state level, also had that function under one of the Thespian leases).

I turn now to the criteria applied by the officials when approving guarantors.

Citizenship

For the leases of Thespiai, all but two of the guarantors for whom sufficient details have survived were Thespian citizens. The records include one Theban and one Thisbean guarantor[492]. Since the citizen of any of the confederated Boiotian cities had the right to own

[486] See further pp149-150.
[487] Cat#C1 LL6-7; Cat#C2 LL6-7.
[488] Cat#C3 L14; Cat#C6 L15.
[489] pp68-69.
[490] Cat#C9 LL87-89.
[491] See pp132-133 and 185-186.
[492] IThesp 56 LL19-20 and 23-24 (Theban guarantees Thespian tenant to the city); IThesp 56 LL31-33 and 34-37 (Thisbean guarantees two Thespian tenants to the city).

land in any other confederated Boiotian city[493], an offer of a guarantee from a non-Thespian Boiotian who owned unencumbered land in Thespiai may have been no worse, from a financial point of view, than an offer from a similarly circumstanced Thespian citizen, since in both cases the guarantor had land which would be available to the community as a means of recovering payment of sums owed by the guarantors. Even if the proposed non-Thespian Boiotian guarantor did not own land in Thespiai, it would probably have been a relatively straightforward matter for the Thespian officials to take similar action to enforce the guarantee against that guarantor in another federated city[494].

We find no instance in the records of a guarantor who is not a citizen of a federated city. Nevertheless the evidence is so sparse that it is not possible to say that non-Boiotian guarantors were never appointed. We know that judicial conventions entered into between Greek city states sometimes provided for the resolution of disputes arising from obligations entered into between one city and an individual citizen of another city[495] and although no such convention between the *koinon* of Boiotia or any of its member states and another Greek city state has survived[496], the possibility of such a convention cannot be ruled out, and thus it is possible that it may in certain circumstances have been feasible for a non-Boiotian guarantor to be appointed. So far as concerns the Thespian leases, however, as Osborne remarked, these are characterised by their very local nature. Local men took leases of local land and their obligations were in the main guaranteed by local men as well[497].

Wealth

All the Thespian προρρήσεις referred to above required guarantors to be ἀξιόχρεοι[498]. This also appears to have been a requirement of the building contracts from Lebadeia[499], and so perhaps also of the νόμος discussed in chapter 1[500].

We do not know how the officials decided whether a guarantor was ἀξιόχρεος, although a key factor in many cases would no doubt have been ownership of unencumbered land. There is, however, almost no evidence as to the wealth of the guarantors[501] or of the tenants. It may have

[493] Roesch (1982:302-305).
[494] See pp173-175.
[495] See p75 footnote 342.
[496] There is evidence that there was a judicial convention between the Hellenistic Confederation and Athens but it is unlikely that this provided for the resolution of disputes between Thespian or other officials (such as the *naopoioi* of the Boiotian *koinon*) and an Athenian guarantor: IG II^2 778 and 779 (c250BC); Gauthier (1972:337-338); Roesch (1982:401-402).
[497] Osborne (1985:319, 321).
[498] Cat#C1 L6); Cat#C2 L6); Cat#C3 L14; Cat#C6 L15.
[499] Cat#C9 L27; Cat#C12 L45.
[500] pp68-69.
[501] The fact that a guarantor, or a relation of his, appears on a military list (we have six instances of this out of a total of seventy-seven guarantors whose names are well preserved) is of no significance for our purposes. This leaves us

been that a guarantor of a rent of 340 *drachmai* (the highest recorded rent) had to pass a stiffer test than the guarantor of a rent of 1 *obolos* (the lowest recorded rent). Thus, we cannot assume, as Osborne does[502], that because the guarantors had to be ἀξιόχρεοι, they must have been wealthy (however one defines wealth).

Other criteria

As in Athens and on Delos we find that some of the guarantors of public or sacred land were themselves tenants[503]. Their skills in farming might have provided additional assurance to the officials who were responsible for approving them as guarantors. However, it has to be remembered that the προρρήσεις stipulated only one criterion, that they should be ἀξιόχρεοι.

Guarantors who are relatives of contractors whom they guarantee

As at Athens and Delos, there are instances in the records of the leases of Thespiai of a tenant being guaranteed by a member of his own family[504]. The advantages and potential disadvantages of this type of arrangement from the point of view of the community, already discussed in relation to Athens and Delos[505], could have applied equally in Thespiai.

At Thespiai, as at Athens[506], there is also evidence of more complex interrelationships between many of the guarantors and the tenants. This complexity has been noted and described by Osborne[507]. Pernin also notes the existence of groups of men interested in the estates either as tenants or guarantors or both whose connections, if they are not recognised as family links, are nevertheless very close. She argues that there is evidence of a desire to keep leased properties within the same group. Pernin has suggested that the numerous examples of a tenant agreeing

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with one guarantor who may have been the son of one of the members of the commission charged with the award of leases, one who may have been the father of a *limenarch*, and a Theban guarantor who was a *kabirarch*. We do not know whether a property qualification was required for these offices and we cannot assume, therefore, that their holders must have been wealthy individuals.

[502] Osborne (1988:295).

[503] Mikion son of Homoloichos, guarantor of land belonging to the Muses (IThesp 54 LL22-23), was a tenant of other land belonging to the Muses (IThesp 54 L21); Klearetos son of Medon, guarantor of lands belonging to Hermes (IThesp 54 LL39-40, 40-41and 56), was a tenant of other land belonging to Hermes (IThesp 54 L40); Eukrateis son of Damokrateis, guarantor of land belonging to Hermes (IThesp 54 L40), was tenant of other land belonging to Hermes (IThesp 54 LL40-41); Aristokritos son of Aristokritos, guarantor of land belonging to Hermes (IThesp 54 LL53-54), was tenant of other lands belonging to Hermes (IThesp 54 L53 and IThesp 54 LL56-57), Saon son of Hiaron, guarantor of land belonging to Hermes (IThesp 54 LL56-57), was tenant of other lands belonging to Hermes (IThesp 54 LL53-54, 54, 55, 55-56); Rhodon son of Agestrotos, guarantor of three plots of land in Apharkeioi (IThesp 56 LL16-17, 43-45 and 47-48), was tenant of another plot of land in Apharkeioi (IThesp 56 LL48-49), Heirodotos son of Wadosios, guarantor of two other plots of land in Apharkeioi (IThesp 56 LL17-18 and 18-19), was tenant of another plot of land in Apharkeioi (IThesp 56 LL29 -30), Philon son of Philon, guarantor of a plot of land in Apharkeioi (IThesp 56 LL29 -30), was tenant of four other plots of land in Apharkeioi (IThesp 56 LL17-18, 18-19, 38-39 and 41-42); Epenetos son of Herakon, possibly guarantor on three occasions in IThesp 51 LL10-11 may have appeared in what seems to have been a list of tenants in IThesp 49 L3.

[504] Son guarantees father (IThesp 57 LL8-10); husband guarantees wife (IThesp 56 LL39-41 and 42-43).

[505] pp78-79 (Athens); pp96-98 (Delos).

[506] See pp79-80.

[507] Osborne (1985:320ff).

to stand as guarantor for someone who had been his guarantor previously are evidence of mutual assistance within family or friendship groups which had as their intent the maintenance of leases of certain properties within the group[508]. It may be that the officials were prepared to permit this type of arrangement on the basis that the lessor would benefit from it in turn. It was not however free of certain risks as far as the community was concerned. It could result in a group of individuals, whether as tenants or guarantors or both, carrying a considerable amount of credit risk between them.

The best example of this complexity can be found in the case of Klearetos son of Medon. Klearetos stood as guarantor for three tenants of three of the plots of land owned by the god Hermes at a total rent of 272 *drachmai*[509]. The three tenants were Philomeilos son of Nauton, Eukrateis son of Damokrateis and Eneisias son of Saon. As to the three tenants:

1. Philomeilos son of Nauton was tenant of one other property recorded in this inscription at a rent of 54 *drachmai*. His guarantor for that property was Nikon son of Chareitidas, who was also the guarantor of Eneisias son of Saon as tenant of another property recorded on this inscription – see 3 below[510]. Philomeilos was also probably the father of Epinion[511], who is recorded in the same inscription as the guarantor of Nommos son of Alexion of two tenancies at a rent of 60 *drachmai* each[512].
2. Eukrateis son of Damokrateis was guarantor in turn of Klearetos son of Medon, who is recorded in the same inscription as a tenant of land at a rent of 128 *drachmai*[513].
3. Eneisias son of Saon was recorded in this inscription as tenant of two other properties at rents of 51 and 59 *drachmai*[514]. His guarantor on one of these properties was Nikon son of Chareitidas, who, as mentioned in 1 above, was also a guarantor of Philomeilos son of Nauton. Further, Eneisias was probably the son of Saon son of Hiaron[515], who is recorded in this same inscription as the tenant of four properties at rents of 52, 70, 50 and 105 *drachmai*[516]. Saon's guarantor for all four tenancies was Aristokritos son of Aristokritos. Aristokritos also held two tenancies of the god's property at rents of 71 and 120 *drachmai*. His guarantor for one of these tenancies (at a rent of 120 *drachmai*) was Saon son of Hiaron, the tenant whose obligations he was guaranteeing under the four tenancies[517].

[508] Pernin (2014:141 and 517).
[509] IThesp 54 LL39-40; 40-41 and 56.
[510] IThesp 54 L41.
[511] Osborne (1985:323).
[512] IThesp 54 LL43-45.
[513] IThesp 54 L40.
[514] IThesp 54 LL42-43.
[515] Osborne (1985:323).
[516] IThesp 54 LL53-56.
[517] IThesp 54 LL53 and 56-57.

The complicated relationships between these tenants and guarantors are shown in diagram form in Appendix I.

The total of the annual rent owed to Hermes for which Klearetos, Philomeilos, Eukrateis, Eneisias and their families were responsible was 1081 *drachmai*, spread over a total of fourteen tenancies. The close interdependency between these individuals in respect of their obligations to the god could have meant that if one of them encountered financial difficulties the others would feel the effects. This would have to be taken into account in determining whether the guarantors in this closely connected network were ἀξιόχρεοι. The officials concerned would have had to look beyond the rent payable under a particular tenancy. If information was available as to the value of any unencumbered land owned by the guarantors, for example from a register of ownership of land in Thespiai, this should not have been too arduous a task. However, although Faraguna has argued that registration of real property was, at least from the fourth century and with increasing intensity up to the end of the Hellenistic period, widespread in the Greek world[518], we have no direct evidence that such registers existed at Thespiai in the second half of the third century BC. If this information was not readily available to the officials, or if it was not checked by the officials, it is possible that the community could have been exposed to a risk of default.

Numbers of Guarantors

Two of the Thespian προρρήσεις (Cat#C1 LL6-7 and C2 LL6-7) required that there should be no more than two guarantors. The other two set no limit on the number of guarantors.

An upper limit on the number of guarantors has no parallel in Athens or Delos. It seems, on the face of it, to be contrary to the interests of the temple and of the guarantors. It can probably be explained if there was a rule or practice that, where there was more than one guarantor, each guarantor was liable for only a part of the rent[519]. This would have meant that tenants could, if they wished, provide a large number of guarantors, each of whom would only be liable for a small part of the sums due. This would have been unwelcome to the community, which would have been faced with considerable extra cost in collecting unpaid rent from numerous guarantors and with the problems that might arise in case an individual guarantor contested his obligations. Hence the authors of these πρόρρησεις placed a limit on their number. In fact, no instances of two guarantors have survived in the lists of tenants, guarantors and rents of land

[518] Faraguna (2000) and (2005).
[519] See further p129.

whose leases were governed by the two προρρήσεις containing this stipulation[520]. One is the norm. On the other hand, where the προρρήσεις contained no restriction on the number of guarantors, we find no instances of more than two guarantors in the very fragmentary lists of tenants and their guarantors associated with them. We do occasionally encounter two guarantors but here too one is the norm[521].

There does not appear to have been any correlation between the amount of the rent and the number of guarantors. There are nine cases of two guarantors where the information is sufficiently well preserved to permit comment. In one case of these cases, the tenant was a Theban[522]. However, as a citizen of the *koinon*, a Theban did not necessarily present any greater risk to the city of Thespiai than a Thespian citizen. Non-Thespian citizenship cannot on its own have been a reason for requiring two guarantors. In another case the rent is 325 *drachmai*[523], the second highest rent recorded out of a total of 86 plots for which the rent is reasonably well preserved. However, for the plot which commanded the highest rent (340 *drachmai*) only one guarantor was provided[524] and, in five cases where two guarantors were provided, the rents are very low by comparison with the rents payable under other leases (in one case as low as 6 *drachmai*, yet two guarantors were provided[525]). The amount of the rent cannot on its own therefore have been a reason for requiring more than one guarantor. In three of the cases where the rent was very low yet two guarantors were provided, the tenant was a woman and in two of those one of the guarantors was her husband[526]; in the other two cases where the rent was very low the tenants were boys[527].

It appears, then, that in order for the officials to require (or permit) two guarantors there had to be special circumstances, or a combination of circumstances, of some kind. What those special circumstances might be may have varied from case to case. The reason for treating female or child tenants as special cases was probably related to their legal status. It seems clear that in Boiotia a woman had to be represented by a man in taking certain acts such as taking a lease of sacred land, granting a loan or granting manumissions[528]. It is possible that the subordinate legal status of women may have restricted the ability of the officials to take action to recover unpaid rent from women by seizing and selling property. For example, the consent of a woman's *kyrios* may have been required if her property was to be sold to meet demands by the

[520] IThesp 46, 47, 50, 51 and 52; Foucart (1885:416); (1909:120 and 400); Pernin (2014:499).
[521] IThesp 53 L58: two guarantors (see Feyel (1937: 226)); IThesp 54 LL49-50: two guarantors; IThesp 55 LL7-8: two, possibly three, guarantors; IThesp 56 LL16-17; 20-23; 24-27; 31-33; 34-37; 39-41 and 42-43: two guarantors.
[522] IThesp 56 LL16-17.
[523] IThesp 54 LL49-50.
[524] IThesp 54 LL46-48.
[525] IThesp 56 LL39-41.
[526] IThesp 56 LL24-27; IThesp 56 LL39-41 and 42-43.
[527] IThesp 56 LL31-33 and 34-37.
[528] Leases: IThesp 56 LL26-27, 40-41 and 43. Loan: IG VII 3172 LL79-80. Manumissions: Darmezin (1999:196 and 201).

officials for payment of rent. This may have meant that it would be preferable from the point of view of the community to proceed directly against the guarantors. The same may have applied to minors. We know that they acted through φίλοι in the case of grants of leases of sacred lands[529], as did one of the female tenants already mentioned[530], and as did women who granted manumissions[531].

Requiring security

Finally, it is to be noted that the προρρήσεις also required the tenant to provide a sum of money as security (ἐνέχυρον) for himself and each of his guarantors. In two of them the security required was two *oboloi* for the tenant and two for the guarantor (Cat#C3 LL15-16 and No.C6 LL16-17). Two earlier προρρήσεις required security of one *obolos* each rather than two (Cat#C1 LL7-8 and Cat#C2 LL7-8). The amounts of security are extremely small and Roesch must therefore surely have been correct in suggesting that, despite being described as an ἐνέχυρον, it was in reality no more than a registration fee[532].

Common legal principles and practices underlying the vetting of guarantors

The review of the evidence in this chapter indicates that it may well have been a principle that all guarantors of transactions involving the community had to be formally vetted before acceptance by the community. The significance of such formal approval would have been twofold: to emphasise to the guarantor the seriousness of the commitment involved in becoming a guarantor; and to reveal publicly the person who had agreed to stand as guarantor as the person who was approved as being able and willing to make that commitment to the community.

However, the procedures for such vetting seem to have differed between the different jurisdictions and between different transactions. In Athens and on independent Delos the Council or other body such as a *dikasterion* was involved in the approval of guarantors, in addition to the officials in charge of the transaction, for some, but not all, transactions. However, there is no evidence of the involvement of these kinds of bodies in Boiotia. Rather, the responsibility for approval seems to have rested with a committee of officials such as the *katoptai*. On independent Delos we know that there was a formal process and although direct evidence of such a process in Athens and Boiotia is lacking, this does not mean that formal events of approval of guarantors did not take place there as well. So far as concerns Athens, the

[529] IThesp 56 LL32-33 and 36-37.
[530] Zopoura daughter of Dionysios (IThesp 56 LL26-27).
[531] Darmezin (1999:199-201).
[532] Roesch (1982:394). Pernin (2014:103, 117 and 139).

fact that the tenant of the quarry leased by the deme of Eleusis had to swear an oath before the demesmen suggests that there may well have been a formal procedure in that case.

In all three states the guarantors were normally citizens of the state concerned. Use of citizen guarantors may have made it easier for the officials to collect sums due where the contractor was a non-citizen (although evidence from independent Delos provides some examples where they nevertheless encountered problems, albeit not necessarily on the scale that might have applied if the guarantor had been a non-citizen without ἔγκτησις). However, a relevant citizenship requirement does not seem to have been an overriding principle of law or practice. On Delos during the amphiktyonic period, all guarantors except possibly one (who was a Delian) were Athenian. It would have been relatively straightforward for the amphyktyons to recover sums due from the Athenian guarantors in Athens and from any Delian guarantors on Delos (although it appears that there may have been some resistance from the latter). At Thespiai all non-Thespian guarantors attested were Boiotian citizens and recovery of amounts due from them in their "home" states should not therefore have been a problem[533]. From independent Delos, we have two examples of non-Delian guarantors. This would not necessarily have meant that the *hieropoioi* were not able to recover amounts unpaid from them, if they had ἔγκτησις on Delos or, possibly, if a legal convention existed between Delos and the guarantor's home state. Further, it is worth recalling that the fact that we find no non-citizen guarantors at Athens and no non-Boiotian guarantors at Thespiai does not necessarily mean that there were none.

Similarly, whilst we have ample evidence from Athens and independent Delos that many guarantors were wealthy and there is evidence from all three jurisdictions that in some transactions there was a specific requirement that guarantors be ἀξιόχρεοι, a requirement for wealthy guarantors does not seem to have been a fundamential principle of law or practice. In Athens and on independent Delos it seems likely that the experience of the guarantors in the field of the particular type of transaction being guaranteed may have been taken into account as well. This may have been particularly important in the case of building contracts and possibly in the case of leases of the sacred estates. In the latter case, this may have been an added reason for the apparent preference for citizens (local people who would be on hand) as guarantors.

In all three states, there is evidence that officials were prepared to accept as guarantors individuals of the same family as the individual whose obligations were being guaranteed. This might have exposed the community to the risk that if the family fell upon hard times the community might be left out of pocket, and it is therefore difficult to see that there was any

[533] See pp173-175.

form of principle or practice that kin guarantors would be acceptable in some cases. Apart from anything else, we cannot tell from the evidence what those cases might be. At Thespiai, the evidence of kin guarantors may perhaps be explained by the very local nature of the series of leases for which the records survive. On independent Delos, it is especially hard to see why the Delians were willing to accept the risk involved in accepting kin guarantors, when one considers the dependence of the Delians upon the prosperity of their sanctuary. Perhaps here, as elsewhere, each case would depend upon the particular facts, for example the availability of guarantors, whether the property of the guarantor was held separately from that of the contractor, what particular qualities were being looked for in the guarantor (e.g. technical knowledge of and skill in the subject matter of the guarantee as opposed to financial strength).

One particular difference between the three jurisdictions concerns the numbers of guarantors. At Athens, the number of guarantors appears to have increased with the value of the transaction. On independent Delos, although there were occasions when the number of guarantors might reflect the financial circumstances of the tenant or the guarantor proposed, the number of guarantors does not, with the notable exception of building contracts, appear to have born any direct relationship to the value of the transaction. At Thespiai there was for some of the leases of sacred and public land a limit on the number of guarantors who could be provided. However, in relation to leases generally, as on Delos, there does not appear to have been any correlation between the number of guarantors and the amount of the rent, although it does appear that where the tenant was a woman or a minor the number of guarantors might be increased. These differences may be regarded as an indication that a fairly wide discretion was left to the officials and other bodies responsible for the approval of guarantors. Such was the variety of circumstances surrounding various transactions that it would perhaps have been inevitable that such discretion should have been allowed. But we may also see in these differences an indication that there were fewer people on independent Delos and at Thespiai who were prepared to put themselves forward as guarantors.

Differences can also be seen in the area of the provision of security by guarantors. At Athens, evidence of guarantors being required to provide security for the fulfilment of their obligations is very limited. On Delos, by contrast, there was sometimes some kind of general pledge to the *hieropoioi* of the possessions of the guarantors of loans made by the god and of the possessions of guarantors of tenants of the sacred estates. At Thespiai, the security required from guarantors of leases was so small as to amount to nothing more than a kind of registration fee. In these differences we see again[534] a reflection of the greater importance to the sanctuary and to the city

[534] See p71.

state of Delos that the sanctuary should have the means to recover the sums lent in the event of the borrower's inability to repay.

CHAPTER THREE

What did the guarantee cover?

The issue of what was expected of the guarantor if the contractor defaulted was obviously a matter of some importance not only for the community but also for the guarantor himself. In this chapter, I will discuss the similarities and differences in approach to this question adopted by our three states with a view to determining whether we can discern any common principles at work in this regard.

Athens

The terms in which the guarantee was expressed in the surviving evidence indicate what was required of the guarantor. Thus, the wording of the decree of an Athenian tribe concerning the grant of leases of tribe lands (Cat#A16 LL2-10) made it clear, as Partsch[535] noted, that the guarantor owed his obligations separately from and alongside the tenant: τοὺς δὲ μισ[θωσαμένου]ς καὶ τοὺς ἐνγ[υ]ητὰς...ἀποδιδόναι καὶ [καταβάλλειν τὸ] μὲν πρῶτ ον μέρος.... Both are responsible for payment of the rent and the *tamias* and *epimeletai* of the tribe could look to them both for payment. If the rent was not paid, the property of both the tenant and the guarantor could be seized (ἐνεχυρασίαν εἶναι αὐτῶν). There was no provision in the decree for the officials to make a demand for the unpaid rent from the tenant, to notify the guarantor that the tenant had not paid or to make a demand on the guarantor before the guarantor could be considered in default[536]. The guarantor was given no "grace period". In order to avoid the consequences of non-payment, it was vital for the guarantor to ensure that the tenant paid on time. The guarantor was in effect acting as the enforcer for the tribe. It is not hard to imagine that a particularly cautious guarantor might prefer to pay the rent himself and then recover it from the tenant (rather like the *proeispherontes* did for the collection of the *proeisphora* and contributions towards trierarchies[537]).

This direct obligation of the guarantor can also be found in the Peiraieus general conditions of 321/320 or 318/317BC for the grant of leases by the deme (Cat#A28), which required guarantors to provide security not for the performance of their guarantees but for the performance of the μίσθωσις (L6)[538]. It can also be seen in the decree of the deme of Eleusis of 333/332 BC for the lease of a quarry (Cat#A37), which required the guarantors to swear, not to ensure that the tenant would pay the rent on time but that they themselves would pay it (LL29-31). This was a separate undertaking by the guarantors sitting alongside the tenant's

[535] Partsch (1909:181).
[536] Partsch (1909:189-190).
[537] Hansen (1999:113-114); Thomsen (1964:206).
[538] See p114 for a discussion of what obligations were referred to by the word μίσθωσις here.

own obligation. The syntax is similar to that which appears in the tribal decree (Cat#A16) and the same comments as to its practical effects apply.

The position was the same in an entry in the accounts of the supervisors of the dockyard at Peiraieus for 334/333BC, which records a guarantee of a debt owed by a trierarch following his trierarchy, (Cat#A20 LL65-68). It is formulated in terms (ἀναδεξάμενος.... ἀποδώσειν) that make it clear that the supervisors could expect payment of the debt directly from the guarantor if the debtor did not pay. Partsch argued that ἀναδέχεσθαι ἀποδώσειν here meant the guarantor was liable jointly with the debtor to the creditor. He observed that this kind of construction only occurred in claims for payment of money and guarantees for them[539]. If, however, by "jointly" ("solidarisch") Partsch meant that the creditor could demand payment from the guarantor without the debtor being in default, his interpretation may perhaps be doubted. The entry in the dockyard accounts should be read, in my view, as making it clear that the claim could not have been made against the guarantor had the debt owed by the trierarch not been outstanding. Again, however, no prior demand upon the trierarch was necessary and no grace period was allowed to the guarantor.

The position is more complicated in the hereditary lease granted by the *meritai* of the deme of Kytheros in the second half of the fourth century (Cat#A27). Here, the tenant's obligations were (a) to pay the rent in specified months each year (LL12-15); (b) to refurbish the workshop and the house in the first year (LL15-17). If he failed to pay the rent κατὰ τὰ γεγραμμένα (i.e. in the amounts and at the times stipulated) or failed to carry out the refurbishment work, he would owe double the rent and he had to vacate the workshop without protest (LL17-20). The guarantee is τοῦ ποήσειν τὰ γεγραμμένα ..... ἐν τῶι χρόνωι τῶι γεγραμμένωι.

Two questions arise here. Firstly what obligations did the guarantee cover? Secondly, what was the guarantor required to do if the tenant failed to perform those obligations?

As to the first, Partsch took the view that the guarantor was guaranteeing the whole of the tenant's obligations under the lease - τὰ γεγραμμένα - including payment of rent, the execution of the refurbishment work and payment of double the rent if the tenant defaulted on either of these obligations[540]. But Behrend argued that the guarantee only covered the refurbishment work[541]. In Behrend's view, the expression ἐν τῶι χρόνωι τῶι γεγραμμένωι referred to the period of one year within which the refurbishment had to be carried out. Further, Behrend argued that ποιήσειν can only with difficulty be read as referring to payment and that since this was a hereditary lease it

[539] Partsch (1909:100-101 and 162).
[540] Partsch (1909: 326 note 4).
[541] Behrend (1970:126 and note 134).

would have been necessary to provide for a successor to the guarantor if his guarantee covered payment of the rent (here, presumably, Behrend was implying that since the guarantor in this case was the father of the tenant, it would not have been acceptable for the guarantee to pass in the normal way to the guarantor's son upon the guarantor's death since the tenant would then be guaranteeing himself). In my view, Partsch's interpretation is to be preferred: ἐν τῶι χρόνωι τῶι γεγραμμένωι go equally as well with payment of rent as with execution of work given the preceding words, τὰ γεγραμμένα, which clearly apply to both. And if it had been intended that the guarantee would cover only the work, ἐπισκευεῖν could easily have been used. Further, there is evidence of the use of the general word ποιήσειν to cover payment of money in a lease granted by the deme of Prasiai dated to just after the end of the fourth century BC. The lease provided that if the tenant did not pay the rent on time the tenant or his descendants, οἱ μὴ ποιοῦντες τὰ γεγραμμένα, had to pay a fine of 1000 *drachmai* (SEG 21.644 LL2-11).

As to the second question, Partsch referred to this inscription as an example of the type of Greek guarantee in which the guarantor promised the beneficiary that the contractor would perform[542], as opposed to the examples reviewed above of leases and debts, where the guarantor gave an undertaking directly to the beneficiary that he would perform if the contractor did not[543]. Partsch suggested that the former was the typical form of the ἐγγύη; the latter was used occasionally and only where the obligation was to make a payment. Yet even the former type of guarantee, Partsch argued, required that if the contractor did not perform, the guarantor would do so himself[544]. In the present case, therefore, the guarantor would no doubt have had to pay the rent if the tenant did not pay and to refurbish the workshop if the tenant failed to do so. The lease expressly provided what else was to happen if the tenant did not pay the rent or failed to carry out the refurbishment work on time: in both cases the tenant was to pay a penalty of double the rent and vacate the workshop. Again, therefore, if the tenant failed to pay this penalty, the guarantor would no doubt have had to pay it. The position may not have been that different from what would have applied if the guarantee had been a "direct" undertaking to pay if the tenant did not pay. In relation to the vacation of the workshop following these defaults, however, the position must have been different. Only the tenant could perform this obligation. The guarantor could not. As Partsch admitted, no indication is given of what the liability of the guarantor was in practical terms if the tenant refused to move out[545]. Some kind of financial compensation to the *meritai* (for example payment of rent for the period during which the tenant remained in occupation) seems to be the only real possibility[546]. No doubt that would have

[542] As in Is. 5.1: καὶ ἐγγυητὰς καταστήσαντες ἢ μὴν παραδώσειν ἡμῖν ταῦτα....
[543] Partsch (1909: 159ff).
[544] Partsch (1909:171).
[545] Partsch (1909:328).
[546] Partsch (1909:169 and 194).

provided the guarantor with the necessary "encouragement" to ensure that the tenant vacated the workshop. In doing this, the guarantor would again effectively have been acting as the lessor's "enforcer" so that vacant possession could be given to a new tenant.

The leases granted pursuant to the Peiraieus general conditions of leasing of 321/320 or 318/317BC (Cat#A28) also included non-financial obligations: that the tenants were not to remove soil or wood from the land leased (LL9-11); that during the last year of the lease, they were to cultivate the land only for half the year and that in the event of breach of this obligation, the excess crop should belong to the demesmen (LL15-22). Were these obligations included in the μίσθωσις which the guarantor was required to guarantee[547]? In my view they were not. It will be recalled that the conditions provided that for rents above 10 *drachmai* the tenant had to provide adequate security for the rent (ἀποτίμημα τῆς μισθώσεως ἀξιόχρεων), whereas for rents under 10 *drachmai* he had to provide an ἐγγυητὴν ἀποδιδόμενον τὰ ἑαυτοῦ τῆς μισθώσεως. In both places, given that the context is a stipulation which makes the type of security dependant upon the amount of the rent, μίσθωσις must mean "rent" and not the lease as a whole[548]. The guarantee did not therefore cover any of the non-financial stipulations but was limited to payment of the rent if the tenant failed to pay.

Another example of a non-financial obligation included in leases that required guarantors can be found in the introductory words of a bulk record of leases of the Lykourgan era (Cat#A34 LL35-39). These leases and those that preceded them in the list required not only the payment of rent but also the delivery of seasonal produce (τῆς καταθέσεως τῆς μ[ισθώννν]σεως καὶ τῶν ὡραίων). It is probable that part of the rent was payable in the form of a share of what the estate had produced in the year[549]. It is not known whether the guarantee covered this obligation as well as the payment of rent; if it did, and a tenant under one of these leases did not deliver the produce, the guarantor might have been required to deliver the produce himself, either by bringing it from his own farm (if the guarantor was also a farmer[550]) or by buying it from the market.

Turning now to building contracts, the primary obligations here were, of course, non-financial but financial obligations are to be found in them too. Where the building contract imposed the payment of fines upon the contractor if he did not perform, it seems that the guarantor was expected first and foremost to pay that fine if the contractor did not. Thus, in the law of 337/336 BC relating to the rebuilding of the walls and harbour moles (Cat#A14), if correctly restored by Thür[551], the appointed officials could impose a fine if the contractor failed to

[547] See p111.
[548] This seems also to be the view of Pernin (2014:487).
[549] Behrend (1970:117); Faraguna (1992:339-340); Walbank (1983d: 217).
[550] See pp77-78.
[551] For a discussion of the restorations of the text here see pp142-145.

complete the work. The wording of the law, again if Thür's restorations are followed, provided that both the contractor and his guarantor were responsible for the payment of this fine (LL34-35: εἴ τινες τῶμ μισθωσαμένων ἢ ἐγγυησαμένων ἀ[πειθοῦσιν ταύταις ταῖς ζημίαις τοὺς ἐπὶ τὰ τείχη ἡιρημένους εἰσάγειν] τούτους εἰς τὸ δικαστήριον.). Here again it appears that we have "direct" guarantees: the guarantor owes his obligation to pay the fine directly to the city alongside the contractor and the practical consequences, court proceedings, were immediate and direct. The same applied to fines for delays to completion in the contract for work to the sanctuary of Apollo on Delos (Cat#A43 LL19-20). The *naopoioi* were to enforce the payment of such fines from the contractor and his guarantors (αὐτὸν καὶ το[ὺ]ς [ἐγγ]υητὰς). The guarantor is liable directly to the god separately from and alongside the contractor[552].

The fines referred to above were for delay. What might happen if the contractor executed the work poorly or provided shoddy materials? The possibilities may be hinted at in the Erechtheion accounts of 408/407 BC (Cat#A13). These accounts record payments to the contractor, Dionysodoros, for encaustic painting work and it will be recalled that they also mention his guarantor, Herakleides of Oe. Davis suggested that the guarantor is mentioned here because this was a special case in which the state supplied the contractor with a quantity of expensive material[553]. In my view, this cannot be the reason. In the lines following the entry for the sixth prytany, payments to goldsmiths were recorded. There is no mention of a guarantor[554].

An alternative explanation for the appearance of the guarantor in these entries may be that both the contractor and the guarantor received payment. As has already been seen[555], it is possible that Herakleides was in the building trade himself. He may have been helping Dionysodoros out, perhaps because Dionysodoros was in danger of defaulting. Thus Herakleides is named along with Dionysodoros as payee, and in recording the payment no effort has been made to stipulate how much each receives, perhaps because this is a matter between Dionysodoros and Herakleides and not something the treasurers making the payment were concerned with[556].

Such an interpretation is not without its problems. In the first passage the contractor and the guarantor are both named in the nominative case followed by the amount of the payment. In the second, however, the contractor is in the dative and the guarantor is in the nominative followed

[552] As Partsch (1909:180) observed; Erdas (2010:203-204) remarks that both contractor and guarantor are treated in exactly the same way by the state.
[553] Davis (1937:112).
[554] Nor, in my view, can the reason be that the Dionysodoros was a metic (from whom it might have been desirable for the state to obtain a citizen guarantor – see p74). Many of the contractors identified in these accounts were metics but there is no mention of guarantors.
[555] p77.
[556] See further p197.

by the amount of the payment. If the guarantor was being paid in the second entry, one might expect that his name would be in the dative case too. But perhaps one should not necessarily expect the consistent use of cases in building accounts[557]. If the interpretation is correct, it does provide us with another alternative as to what the community might expect from the guarantor in the case of building contracts: actual performance by the guarantor of the obligation that the contractor has failed to perform. This could include the repair of bad work or the replacement of shoddy materials. As has been seen[558], this in turn might have influenced the choice of the guarantor when the contract was originally awarded.

As already noted[559], more than one guarantor was sometimes recorded. In most cases, the Athenian sources give no indication as to whether, where this occurred, each guarantor was liable for the full amount owing under the guarantee or whether his liability was limited to a particular share of that amount. Partsch was of the view that, unless otherwise agreed, each of the guarantors was liable for the full amount, so that the creditor could proceed against any one of them for the total due under the guarantee (Partsch refers in particular to Isaios 5.18, where there were two guarantors but the claimant was proceeding against only one of them for the full amount of his claim). Partsch's main reason for holding that each guarantor was liable in full was that if liability was fragmented it would be of no interest to the beneficiary because of the potential difficulties of enforcement. Nevertheless, as Partsch admitted, we cannot obtain a very exact picture of this from the sources[560]. Erdas argued that the contractor and the guarantors may have entered into agreements in which they divided the guarantee into different parts[561]. However, we have no evidence of such arrangements.

The Athenian sources do reveal that on occasion the liability of the guarantors may have been limited to a particular amount. It will be recalled that the building contract for work to the sanctuary of Apollo (Cat#A43 LL17-18) required the contractor τοὺ[ς δὲ ἐγγυη]τὰς καθιστάναι κατὰ X ἀξιόχρεως. As we have seen[562] there is some uncertainty as to whether this should be interpreted as meaning that for every 1000 *drachmai* of the contract price the contractor was required to produce one guarantor or that each guarantor must be able to pay 1000 *drachmai*. On either interpretation, however, each guarantor's liability would have been limited to 1000 *drachmai*.

[557] Rhodes and Osborne (2003:294) note the inconsistency of the use of case in the building accounts from Tegea of the middle of the fourth century BC (IG V 2 6B).
[558] pp77-78.
[559] pp80-84.
[560] Partsch (1909:254-256).
[561] Erdas (2010:199-200).
[562] pp81-82.

Another possible example of such a limitation can be found in the Athenian grain tax law, where the contractors were required to provide two guarantors (δύο κατὰ τὴμ μερίδα ἀξιόχρεως). It appears from this that, if a contractor was committed to deliver one portion, each of his guarantors was liable for the full amount of the portion[563]. If the contractor was committed to deliver, say, two portions, there would be four guarantors but no guarantor was liable for more than one portion.

We have seen[564] that, in the case of the leases of sacred lands from 343/342BC to 320BC (*Ath.Ag.*19 L6 and L9-12), there may have been a threshold for the rents above which more than one guarantor would be provided. Papazarkadas inferred that these thresholds also acted as limitations on the liability of each guarantor[565]. The argument, however, seems to be based mainly on the evidence from independent Delos (discussed below). There is no evidence from Athens that the liability of the guarantors of these leases was limited in this way.

Independent Delos

When compared with Athens, the ἱερὰ συγγραφή appears to adopt a gentler approach to what was expected of guarantors: it stipulated that if the tenant did not pay the rent on time, he was to pay a *hemiolion*. Here the text becomes very fragmentary but it appears to have provided that the *hieropoioi* were to recover the amount due by selling the crops from the estate before collecting from the guarantors a *hemiolion* of the amount of the rent owing to the god[566]; they were then to recover any rent still owing by selling the tenant's cattle, sheep and slaves and if there was still an amount owing after that they were to recover it from the possessions of the tenant and the guarantors[567]. It seems from this that the guarantor was only liable for the *hemiolion* on the amount of rent outstanding after sale of the crops of the estate and that he only became liable to pay the unpaid rent if it could not be recovered from a sale of the tenant's cattle, sheep and slaves. The guarantor would have had plenty of notice before he was called upon to make an actual payment.

This "gentler" approach continued in the lines of the ἱερὰ συγγραφή which follow. These had the effect that if the *hieropoioi* were unable to recover the outstanding rent from the possessions of the tenant and his guarantors that they were to grant a new lease to another tenant and, if the new rent was less than the old, they were to write up the names of the tenant and his guarantors

[563] Erdas (2010:200).
[564] p83.
[565] Papazarkadas (2011:57-58).
[566] Cat#B32 LL30-33. I follow the interpretation of Kent (1948:279).
[567] Cat#B32 LL33-36.

and the amount of the shortfall plus a *hemiolion*[568]. Once again the guarantor would have plenty of notice of his liability.

Despite the gentler approach of the ἱερὰ συγγραφή, we can find elsewhere in it the same principle as that found in some of the Athenian inscriptions, namely, that the guarantor owed his obligation directly to the god, separately from and alongside that of the contractor. In the first passage outlined above, once the guarantor became liable to pay the *hemiolion*, that liability was then owed solely by the guarantor directly to the god. Similarly, once the guarantor became liable to pay any outstanding rent, his liability was owed directly to the god alongside the liability of the tenant. Again, in the second passage outlined above, once the guarantor became liable for any shortfall following a re-letting of the estate, he owed that liability directly to the god alongside the liability of the tenant, although at this stage there may have been little he could do to satisfy that liability since by then his possessions would have been sold by the *hieropoioi*. Further, in a subsequent passage, it was provided: τοῖς δὲ ἐγγραφεῖσιν ἐγγυηταῖς τοῦ μισθωσαμένου μὴ ἐξέστω μερίσαι τῶι καταστήσαντι τοῦ ἐγγραφ[έ ν]τος ἀργυρίου εἰς τὴν στήλην, ἀλλ᾽ εἶναι τὸ ἀπότεισμα ἅπαν τοῖς ἐγγυηταῖς κα τὰ τὸ ἐπιβάλλομ [μέρο]ς ἑκάστω[ι], εἰὰμ μὴ ὁ καταστήσας ἀποτίνει ὑπὲρ αὐτῶν· [569]. This is a difficult passage. I suggest the following translation: "the guarantors whose names have been written up are not permitted to allocate any part of the sum which has been recorded on the *stele* to the tenant[570], but the whole payment shall be down to the guarantors[571] according to the share which falls upon each, unless the tenant pays on their behalf." The prohibition against allocation of any part of the debt to the tenant and the emphasis upon the whole of it falling upon the guarantors indicates that the guarantors were, as Ziebarth remarked[572], directly liable to the god.

We also find that principle at work in a building contract dated to the middle of the third century BC which reveals a more aggressive approach than the ἱερὰ συγγραφή. If correctly restored by Davis, it enjoined the ἐγδόται to recover the additional cost of hiring another contractor following serious default by the original contractor from "the contractor and the guarantor". Here, unlike in the ἱερὰ συγγραφή, the guarantor is liable as soon as the contractor defaults; there are no intervening procedures which could have the effect that the guarantor would not

[568] Cat#B32 LL36-38; Partsch (1909:329 and note 5).
[569] Cat#B32 LL40-42.
[570] For the use of μερίζειν to mean the allocation of part of a debt see Dem. 56.49 where interest on a maritime loan is said to be allocated according to the length of the voyage: τοὺς τόκους μερίζειν πρὸς τὸν πλοῦν.
[571] For the use of the dative with εἶναι in this context see Kühner and Gerth (1898-1904:I 416); cf the accounts of the *hieropoioi* for 250BC (IG XI,2 287A L27) which record a payment from guarantors καθ᾽ ὃ ἐγίνετο ἑκάστωι τῆς ἐγδείας.
[572] Ziebarth (1926:101).

have to pay[573]. No prior demand upon the guarantor appears to have been necessary before he would become liable under his guarantee. Here was a strong incentive for the guarantor to make sure that the contractor did his work.

The idea that the guarantors were separately liable to the god alongside the contractor is also found in the terms in which the grant of loans by Apollo is sometimes recorded: they were made to the borrower and to the guarantors (e.g. ᾽Αντιλάκωι Σιμίδου Η τόκου ἐπιδεκάτο[υ κ]αὶ ἐγγύοις Νικάνορι Διο[δότ]ου,᾽ Επιχάρμωι [᾽Α.....])[574]. As with the accounts of the supervisors of the dockyards at Athens, Partsch argued that in this type of transaction the guarantors, as parties to the contract of loan, were jointly liable with the borrower for the payment of interest and, ultimately, for the repayment of the loan[575]. Here again, as in the case of the dockyard accounts, Partsch's argument is not, in my view, justified. The *hieropoioi* make it clear in their records that the guarantors were guarantors, not joint debtors; they should not therefore be regarded as liable jointly with the borrower but rather as guarantors i.e. liable on borrower default. Nevertheless the phrasing of the grant of the loan makes it clear that that liabilitywas owed to the god separately from and alongside the liability of the borrower. Unless, therefore, there was a now lost "ιερὰ συγγραφή for loans" which prescribed a gentle, gradual approach to making calls upon the guarantors of loans equivalent to the approach to the guarantors of the sacred estates found in the ἱερὰ συγγραφή (and we have no evidence of such a requirement), it is likely that, if the borrower missed a payment that was due, the guarantor immediately became liable and no prior demand upon the borrower or on the guarantor was required.

Returning now to the question of what was covered by the guarantors of the leases of the sacred estates, we have seen that the ἱερὰ συγγραφὴ provided that, if a lease was terminated for non-payment of rent, the estate would be re-let and if the rent under the new lease was lower than the rent under the original lease, the tenant and his guarantors would be liable for the difference in rent and for a penalty of a ἡμιόλιον on that amount.

The same principle applied where a tenant of a sacred estate failed to renew his guarantors. For example, in the case of the estate of Chareteia, the accounts of 250BC record that the rent was 700 *drachmai* and 3 *oboloi*, but when the tenant failed to renew his guarantors, the *hieropoioi* cancelled the lease and re-let the estate for 281 *drachmai*. The original tenant and his

[573] Cat#B35 LL31-37). A similar provision appears to have been contained in the building contract dated to 297BC for paving work to the temple of Apollo (Cat#B31 LL4-5).
[574] ID 372A LL127-128. Other examples appear throughout lines118-137 of this inscription and in ID 396A LL42-62.
[575] Partsch (1909:158) referring to his discussion of the Nikareta inscription (IG VII 3172) on p155ff.

guarantors were recorded as being liable for the shortfall of 419 *drachmai* 3 *oboloi* plus a ἡμιόλιον of 209 *drachmai* and 4 ½ *oboloi*[576].

However, an account dating to the period before the ἱερὰ συγγραφὴ came into effect suggests that the consequences of the tenant failing to renew his guarantors may have been slightly different then. Here, Hermadas, the tenant of Soloe, failed to renew his guarantor and the *hieropoioi* therefore re-let the estate to another tenant. The accounts subsequently record that Hermadas and his guarantor owe the amount of the rent outstanding and unpaid, to which a ἡμιόλιον is added. The accounts then merely state that the amount of the shortfall of the rent from the re-let estate was 220 *drachmai*[577]. Durrbach interpreted this to mean that only the tenant was liable for the shortfall in the rent. He argued that the guarantor could have no liability here since the guarantor could not be responsible for the failure of the tenant to renew his guarantors[578]. Reger, on the other hand, appears to have interpreted the text to mean that both the tenant and the guarantor were liable for the shortfall[579]. The text is obscure, because the amount of the shortfall is recorded without any specific statement saying who owes it, but in my view Reger's interpretation is the more likely to be correct. The text quoted above follows on from a statement that both Hermadas and his guarantor are liable for the unpaid rent and the ἡμιόλιον. In the absence of any indication to the contrary, therefore, it seems logical to conclude that they are both liable for the shortfall in the rent too. Further, if the reason for the guarantor refusing to allow the tenant to put his name forward at the time of renewal was concern about the ability of the tenant to pay, this would be the very circumstances in which the god would be seeking protection from the guarantor[580].

The earlier account is notable, however, in that there appears to have been no ἡμιόλιον added to the amount of shortfall, whereas in the ἱερὰ συγγραφὴ the ἡμιόλιον is added. The ἱερὰ συγγραφὴ may have introduced a change in the law or practice in this respect[581], thereby increasing the potential exposure of the guarantor.

By contrast with the position of the guarantors of the sacred estates, it is possible that the obligation of the guarantors of the leases of the sacred houses did not cover any shortfall in the rent where a lease was cancelled and the house re-let to another tenant at a lower rent. In both

[576] Cat#B17 LL139-142.
[577] Cat#B1 LL7-9.
[578] Durrbach (1911:27).
[579] Reger (1994:320-321).
[580] See p71.
[581] Ziebarth (1926:100); Kent (1948:280).

of the two accounts where a record of such a shortfall has survived, only the tenant is recorded as owing the shortfall[582].

It will be recalled that the evidence from Athens showed that there were circumstances where the guarantor might be expected to do something other than merely to pay a sum of money (rent, interest, a fine). In the case of building contracts, I suggested[583] that one possibility was that the guarantor could be expected to carry out or complete himself, or from his own resources, any work the contractor had failed to do. The evidence from Delos shows that on independent Delos this was actually the case.

The accounts of the *hieropoioi* for 279BC record that the *hieropoioi* made payment of the last instalment of the contract price to the guarantors for "completing the work in accordance with the contract" (τοῖς ἐγγυηταῖς αὐτοῦ .... συντελέσασι τὸ ἔργον κατὰ τὴν συγγραφὴν τὸ ἐπιδέκατον ἀπεδώκαμεν δραχμὰς ·135.)[584]. Partsch commented that it was likely that the payment was made to the guarantors because they were also the contractor's business partners[585]. However, it seems more likely that, as Feyel has argued, the contractor's guarantors were receiving the last instalment of the contract price because they had completed the work on behalf of the contractor[586].

The accounts of the *hieropoioi* dating to c280BC also provide evidence of a guarantor actually performing the obligations of the contractor. Antigonos son of Andromenes had stood as guarantor for Aristokles who had a contract to carry out building work. Aristokles seems to have defaulted, for we find a record in the accounts of the *hieropoioi* that they paid Antigonos a sum of 133 *drachmai* for completing outstanding work (ἐγγυητῆι γενομένωι ᾽Αριστοκλέους τῆς ο[ἰκοδο]μ̣ία[ς] [κ]αὶ πάντα συντ[ελέσ]αντι τὰ ἐνλειφθέντα τῶ ν ἔργων τὸ συνλογισθὲν τοῦ̣ [ἐνιαυ]τοῦ ἀπ[έδομε]ν ·133 drs)[587].

Another example of a guarantor performing work under a building contract himself can be seen in the accounts of the *hieropoioi* for 274BC. The *hieropoioi* had paid the first and second instalments of the contract price to the contractor. At some point after he had received the second instalment but before he completed, the contractor abandoned the works. Rather than

[582] Cat#B26 L30-31; ID 403 LL60-61; Molinier (1914:68); although Hennig (1983:455-456) doubts Durrbach's restorations in the latter inscription.
[583] pp115-116.
[584] Cat#B10 A LL80-81.
[585] Partsch (1909:171).
[586] Feyel (2006:466), where he also gives the examples of the accounts of 280 and 274BC which I refer to here.
[587] Cat#B12 LL1-3; Prêtre (2002:79).

allow the *hieropoioi* to award the outstanding work to another contractor and, possibly, pay penalties to the *hieropoioi*[588], the guarantor completed the work himself (ἐγκαταλιπόντος δὲ τὸ ἔργο[ν ἡμιτελὲς καὶ συντ]ελέσαντος τοῦ ἐγγυητοῦ, κατὰ τὴν συγγραφὴν ἃ πέδομεν τὸ ἐπιδέκατον)[589].

That the guarantors of building contracts were actually expected to perform the contract themselves if the contractor did not complete appears from the accounts of the *hieropoioi* of c260BC. The inscription is very damaged but the *hieropoioi* appear to be recording that they have taken certain action "since neither the contractor nor his guarantors have supplied the remaining tiles" ([– – – – οὐ]κ ἀπαγαγόντος τὰς καταλοίπους κερα[μί]δας οὐδὲ τῶν ἐγγυητῶν)[590]. The fact that the *hieropoioi* have been careful to record the guarantors not having delivered as one of the justifications for their taking action suggests that the guarantors were expected not merely to pay a sum of money but to make the supply of tiles that the contractor should have made. Indeed it was in their interests to do so in the light of the immediate and direct consequences for the guarantor of the failure of the contractor to perform.

We have also seen[591] that, in Athens, the evidence suggests that, where there was more than one guarantor, they were normally all liable for the full amount of their guarantee, although there were occasions when a guarantor's liability might be limited to a particular amount. On independent Delos, however, the usual case seems to have been that where there was more than one guarantor, and the obligation was an obligation to pay money, the liability of Delian guarantors was apportioned between them.

In relation to the sacred estates, this apportionment was acknowledged in the passage of the ἱερὰ συγγραφή cited above[592], where it was provided that each of the guarantors who had been recorded as debtors was liable according to the share that he had agreed: εἶναι τὸ ἀπότεισμα ἅπαν τοῖς ἐγγυηταῖς κατὰ τὸ ἐπιβάλλομ [μέρο]ς ἑκάστω[ι][593]. This provision is reflected in the accounts of the *hieropoioi*. For example, it will be recalled that, in 250BC, they recorded that part of the estate of Chareteia was re-let at a reduced rent after the tenant had failed to renew his guarantors and that the tenant and his guarantors owed the shortfall. There were three guarantors. The accounts record that two of them were brothers, Hierokles and Phrasilas the sons of Ammonios; they jointly owe a half of the amount outstanding and the third guarantor, Phanos son of Diodotos, owes a half (πρὸς τὸ ἥμισυ Φᾶνος, πρὸς δὲ τὸ ἥμισυ

[588] As in for example Cat#B31 LL3-5.
[589] IG XI,2 199 A LL99-100.
[590] IG XI,2 274 LL30-33.
[591] pp116-117.
[592] p118.
[593] Cat#B32 LL40-42; Partsch (1909:254); Ziebarth (1926:101).

῾Ιεροκλῆς καὶ Φρασίλας)[594].

The principle of the apportionment of liability pre-dated the ἱερὰ συγγραφή, as can be seen from the fragment from the accounts of the *hieropoioi* dated to the last decade of the fourth century BC[595]. Here one of two guarantors paid one half of the unpaid balance of the rent: ἔγγυος ὢν κατὰ τὸ ἥμισυ[596]. A ἡμιόλιον was added on only after that half had been paid and the tenant and the other guarantor are recorded as owing that amount. The guarantor who had paid had no liability for the ἡμιόλιον.

Usually, the liability was shared equally between the guarantors but this was not always the case. Kent argued that it was likely that where the guarantors did not agree to pay a half each, the amount that each was to pay was decided privately though it is not known what method was used to determine the amounts[597]. It is not clear what Kent meant by "privately". Certainly the *hieropoioi* would have to be party to any such decision or agreement and the tenant would probably have been involved too. Precisely when or how such a decision or agreement was reached is not known. It could have been agreed at the time when the guarantor was approved – at the διεγγυήσις; or after the tenant had defaulted and the *hieropoioi* were looking to the guarantors to do something about it, as the following examples show.

Fragmentary accounts dated to c300BC[598] record that the guarantor of the tenant of Panormos paid his share of the outstanding rent of 1030 *drachmai*; the guarantor's share (τὸ καθ᾽ αὐτὸν μέρος) was 340 *drachmai*, which is approximately one third of the total. This could have been agreed at the time of the διεγγυήσις. Similarly, the arrangements regarding the apportionment of liability between the guarantors of the tenant of part of the estate of Chareteia referred to above – that the two brothers, Hierokles and Phrasilas the sons of Ammonios, would be jointly liable for one half of the overall liability whilst the third guarantor, Phanos son of Diodotos, would be liable for the other half – may well have been agreed at the time when the guarantees were entered into[599].

On the other hand, the accounts of 250BC record that Kallisthenes son of Diakritos, tenant of the estate of Skitoneia, paid 435 *drachmai*, 2 *oboloi* and 5 *chalkoi* rent[600]. We know from the

[594] Cat#B17 L141.
[595] Cat#B1 LL11-12.
[596] The Delian records normally use κατὰ plus the accusative to describe the proportions in which liability is shared. On a very few occasions, however, πρὸς plus the accusative is used. The meaning appears to be very much the same (Kuhner & Gerth (1898-1904: I, 478 and 519) note that both prepositions can be used: zur Angabe der Gemässenheit).
[597] Kent (1948:275) and (1939:239-240).
[598] IG XI,2 147A LL15-17.
[599] It is possible that the two brothers were made, or agreed to be, jointly liable for their half because they had not yet divided their father's estate - see pp97-98.
[600] IG XI,2 287A L26 and Kent (1939:239).

same accounts that the actual rent due was 483 *drachmai*[601]. There was, therefore a shortfall of 47 *drachmai* 3 *oboloi* and 7 *chalkoi*. Of this, his guarantor, Hermon son of Kallisthenes, paid 29 *drachmai* - τὸ ἐπιβάλλον αὐτῶι[602] - and his other guarantor, Polyboulos son of Parmenion, paid the balance of 18 *drachmai* 3 *oboloi* and 7 *chalkoi*. Thus Hermon paid 60.93% of the shortfall and Polyboulos paid 39.07%. Even if these figures are rounded to 61% and 39% respectively, it seems unlikely that percentages of this kind had been agreed at the time that Hermon and Polyboulos agreed to act as guarantors. A more realistic possibility is that there was a negotiation between the *hieropoioi* and the guarantors (and the tenant) resulting in agreement on the amount (rather than a percentage) that each guarantor would pay after it became clear that Kallisthenes was unable to pay in full and what the shortfall was. This agreement was recorded in the accounts by the *hieropoioi*. Perhaps the originally agreed percentages had been 40%/60% and precise amounts were agreed when the actual shortfall was known.

A more complex situation is recorded in the next entry in the accounts of 250BC. Here Timesidemos son of Antikrates, tenant of Charoneia, paid 370 *drachmai* and 1 *obolos* in rent. The amount of rent actually due was 435 *drachmai*[603]. He had eight guarantors, each of whom made a contribution towards the shortfall - καθ᾽ ὃ ἐγίνετο ἑκάστωι - as follows[604]:

Polyxenos son of Alkimachos	24 drs 2 obs 10 chks	37.8%
Dionysodoros son of Theotimos	16 drs 4 obs 2 chks	25.75%
Kleomachos son of Pelagon	7 drs 3 obs 11 chks	11.8%
Eukleides son of Pyrrhides	7 drs 5 obs 3 chks	12.1%
Polystratos son of Timothemis	2 drs 4 obs 6 chks	4.25%
Theokydes	1 dr 3 obs 2 chks	2.3%
Aristophilos son of Mnesimachos	3 drs 0 obs 4 chks	4.75%
Timokratos son of Lysanias	0 drs 4 obs 10 chks	1.25%

[601] Cat#B17 LL137-138.
[602] IG XI,2 287A LL26-27; Velissaropoulos-Karakostas (2011:347).
[603] IG XI,2 287A LL27-29.
[604] See Kent (1939:239) and Reger (1994:327).

It is hard to believe that such percentages can have been agreed in advance. They must have been negotiated at the time the shortfall arose. From what basis each party was negotiating is impossible to tell.

We also find apportionment of liability between the guarantors of the leases of the sacred houses[605]. For example the accounts of 279BC record that Protoleos paid one half of the rent on a sacred house as "guarantor for a half" (τοῦ ἐγγυητοῦ κατὰ τὸ ἥμυσυ)[606]. The tenant, Apemantos son of Leophon, and the other guarantor (his name may have been Sphongos – the reading is uncertain), are recorded as debtors of the god for the other half. Protoleos had fulfilled his obligation as guarantor and was not recorded as a debtor[607].

On the other hand, in the same accounts Teisikles son of Lyses and Antigonos son of Kydathalos, the two guarantors of Tolmides the Parian, tenant of a lease on a sacred house, are recorded as having paid 60 *drachmai* rent on his behalf[608]. No indication is given of the particular contribution that each made towards that amount. Perhaps each guarantor was only responsible for a part and the engraver made an error here in omitting to record the amount each guarantor had paid; or perhaps the guarantors had agreed in this case to be jointly responsible for the whole of the rent and this is why they were recorded as both having paid it. In the following year, 278BC, the full amount of the rent owed by Tolmides is again recorded as having been received from "the guarantors" (παρὰ τῶν ἐγγυητῶν) but this time only Teisikles seems to have been named, notwithstanding that "guarantors" is in the plural[609]. This could, again, have been an engraver's error[610]. On the other hand it could again indicate that the guarantors were jointly responsible for the whole of the rent but in this case there had been an ad hoc agreement between the two guarantors that Teisikles would pay the full amount and perhaps recover a contribution from Antigonos[611].

As was the case with the guarantors of the tenants of the sacred estates, the guarantors of the tenants of the sacred houses sometimes shared their liability unequally[612]. The accounts for 257BC record the grant of a lease of [τὰ οἰκήματα τ]ὰ πρὸς τῆι θαλάσσηι. The entry is a fragmentary one, but it appears that there were three guarantors. Their names have not

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[605] Molinier (1914:63); Hennig (1983:450).
[606] Cat#B10 A LL22-23; Molinier (1914:63).
[607] Cat#B10 D LL69-72.
[608] Cat#B10 A L24.
[609] Cat#B11 L20.
[610] Ziebarth (1926:102) argued that there was an engraver's error, suggesting that the engraver had mistakenly omitted the name of Antigonos, the second guarantor, as a result of confusion with the next entry, which may have concerned τῆς οἰκίας ἣ ἦν Ἀντίγονου. However, he does not suggest that the amount paid by each guarantor was mistakenly omitted.
[611] Once again the similarity with the Athenian system of *proeispherontes* can be called to mind (see p111).
[612] Molinier (1914:63). The evidence he cites (IG XI,2 204 LL30 and 31) consists of an entry in the accounts where a payment of rent for a sacred house is made "on behalf" of someone. For the reasons given in the Introduction (pp27-28), this evidence is not reliable. Instead I refer to other evidence.

survived, but after the patronymic of the third the entry appeared πρὸς 25 *drachmai*, indicating that the share of the liability of the third guarantor was for a specified sum, rather than a proportion[613]. This apportionment of liability between the guarantors must have been agreed at the time when the guarantees were provided.

Apportionment of liability is also found in the case of the guarantors of loans by Apollo to individuals. Bogaert maintained that where there were two guarantors, each guarantor was responsible for half the debt[614]. However, this was not always the case. For example, in the accounts of the *hieropoioi* for 250BC, Kallias son of Antipatros, the guarantor of a loan, is recorded as having paid interest attributable to him τῆς ἐγγύης τὸ ἐπιβάλλον αὐτῶι. The amount he paid was 40 *drachmai*; later in the same accounts the borrower, Mnesimachos son of Autokrates, is shown as owing 60 *drachmai* in interest[615]. From this it appears that Kallias was responsible for only 40% of the loan[616].

There is also a fragmentary record that suggests that there may have been apportionment of liability between guarantors of those who had been awarded franchises for the collection of taxes or for the operation of ferries. In this specific case, the division was into equal shares. The accounts of c260BC record that the heirs of Okyneides, one of the guarantors of Epiktetos, who had the franchise for the operation of the ship haul on the island, had not paid 25 *drachmai*. The record states that Okyneides had guaranteed half of Epiktetos' liability ([τ]ὸ ἥμυσυ ᾽Ωκυν[είδ]ου ἐγγυησαμένου)[617].

Finally, another entry, in the accounts of 279BC[618], indicates that liability could also be apportioned between the guarantors of building contractors. In these accounts, the *hieropoioi* record that they had received:

παρὰ βουλευτῶν τῶν ἐπ᾽ ἄρχοντος ᾽Υψοκλέο<υ>ς· 175 ἃς ἐξέτεισε ᾽Αρίγνωτος ᾽Αντιπάτρου ὑπὲρ τῆς ἐγγύης ἧς ἠγγύητο Δίαιτον᾽Απολλοδώρου τῆς τοῦ θεάτρου περιοικοδομίας τὸ καθ᾽ αὑτὸν μέρος·

No indication is given here as to the proportion of the liability that the sum received represented.

Boiotia

Leases

[613] IG XI,2 226A LL16-17.
[614] Bogaert (1968:147).
[615] IG XI,2 287A LL180 and 191.
[616] It is not clear why Mnesimachos' other guarantor is not mentioned here.
[617] IG XI,2 274 LL14-16 with Vial (1985:64 note 59).
[618] Cat#B10 A LL40-42.

As in Athens, so in Boiotia, where the obligation of the contractor was for the payment of money, the guarantor was liable to the community separately from and alongside the debtor. So, for example, in the case of the Thespian leases, where the προρρήσις required the prospective tenant to provide an ἔνγυος τῶ ψεύδεος, we have seen that if the tenant failed to provide guarantors ὅλας τᾶς μισθώσιος the land would be re-let, and if there was a shortfall in the rent the name of the tenant and his guarantor would be written up on whitened board for that amount plus the *hemiolion* (Cat#C3 LL18-20 and Cat#C6 LL17-19)[619]. The guarantor's liability was the same as that of the tenant. The trigger for the guarantor's liability was the tenant's failure to provide guarantors ὅλας τᾶς μισθώσιος within three days, not the non-payment of the shortfall in rent. The guarantor's name had to go straight on to the whitened board for the amounts concerned once they were known. As was the case with the tribal decree from Athens, and, it would appear, the building contract and the loans on Delos[620], there was no "grace period" to allow the guarantor time to find guarantors for the tenant or to pay the shortfall in the rent. In order to be certain of avoiding having his name written up in this way, the guarantor τῶ ψεύδεος had to make sure that the tenant provided the guarantors required. In this respect, he was effectively the community's enforcer. It would not be surprising if, in order to avoid the consequences of the tenant failing to provide guarantors as prescribed, a guarantor τῶ ψεύδεος might himself have become the guarantor ὅλας τᾶς μισθώσιος.

In the case of the main guarantors, the προρρήσις provided that if the tenant failed to pay the rent on time, both the tenant and his guarantor were to be written up on whitened board as owing the rent plus the *hemiolion*. In addition, the land would be re-let and if, following the re-letting, the rent under the new lease was less than the rent under the old lease, both the original tenant and his guarantor were to be written up on whitened board again, this time for the amount of the shortfall plus the *hemiolion* (Cat#C1 LL12-16; Cat#C2 LL11-15; Cat#C3 LL18-22; Cat#C4 LL1-4; and Cat#C6 LL20-24). Once again, upon failure by the tenant to pay the rent on time, the liability of the guarantor is the same as that of the tenant. The trigger for the guarantor's liability was non-payment of the rent, not a demand from the officials; nor were the officials specifically required, as they were on Delos, to attempt to recover the amount due from the tenant first. The main guarantors were therefore in a similar position to the guarantors τῶ ψεύδεος. In order to avoid all the consequences of non-payment by the tenant, it was vital for the guarantor to ensure that the tenant paid on time. Further, there is a notable contrast with independent Delos here in that on Delos it was only if the guarantors did not pay the rent that the land was relet. At Thespiai it was provided that if the tenant did not pay the land would be relet with all the consequences that followed. In such a case, it is possible that the guarantor

[619] p65.
[620] See pp111 and 118-119.

might prefer to reach a financial agreement with any new tenant to ensure that the new tenant paid the same rent as the original rent in order to avoid the guarantor appearing again on the whitened board and incurring another *hemiolion* on the shortfall. Alternatively, it is possible that the guarantor might even take on the lease himself at the original rent.

As was the case with some of the Athenian leases, the Thespian προρρήσεις placed other obligations upon the tenant apart from the payment of rent. The question therefore arises whether these obligations too were covered by the guarantor. The obligations fall into two categories. The first category concerns tax or similar payments; the second concerns obligations relating to the maintenance of the land.

As to the first category, two of the προρρήσεις required the tenant to pay an ἐπώνιον of one *drachma* to the god (Cat#C1 LL8-9 and, if correctly restored, Cat#C2 LL8-9). This seems to have been a one-off payment payable at the commencement of the lease[621].

Further, two προρρήσεις provided that the tenant was to bear a δεκάτα (Cat#C2 L15 and Cat#C3 LL13-14). This was a general, permanent, ten per cent tax known since the fifth century BC in Boiotia whose collection fell within the jurisdiction of the treasurers[622].

Finally, four of the προρρήσεις stipulated that if a tax was levied whether by the Boiotian *koinon* or by the city, the tenant was to bear this (Cat#C2 LL15-17; Cat#C4 LL5-6; and Cat#C6 LL26-27).

As to the second category of tenants' other obligations (relating to the maintenance of the land), one of the προρρήσεις required the tenant to take care of the existing trees on the land; another required the tenant to leave the land uncultivated for a distance of 100 feet from the boundary with the sanctuary of Zeus Meilichios (Cat#C4 LL4-5; Cat#C6 LL27-28). A decree concerning the renewal of leases of plots of public land prescribed that tenants who have not irrigated their land are not to have their leases renewed (Cat#C7 LL7-9). This suggests that the relevant προρρήσις included a requirement that tenants irrigate.

None of the προρρήσεις contains any provision as to what was to happen if the tenant did not comply with these obligations, in particular whether the guarantor would become liable and if

[621] Pernin (2014:104 and 139). Comparable with the ἐπώνια paid in connection with the sale of priesthoods at Erythrai in the first half of the third century (IErythrai 60 L3 etc).
[622] Roesch (1965:211); (1982:298-299); Pernin (2014:109 and 139). Feyel (1937:224) noted that in Cat#C2 the obligation to pay the δεκάτα appears in the place where provisions are made for the payment of federal and city taxes whereas in Cat#C3 it appears immediately after the obligation to pay the rent. This led Feyel to conclude that in the latter the δεκάτα was a supplementary payment equal to 10% of the rent rather than a tax, whereas in the former the δεκάτα was a tax based upon the value of the harvest. This was strongly rejected by Roesch (1982:298-299). Surely Roesch is right. In both inscriptions the payment is described merely as the δεκάτα. In the absence of further detail, it would be more likely that the word referred to the same thing.

so for what. The absence of such a provision is noticeable when compared with the provisions regarding the obligation to pay the rent, although it cannot be ruled out that the relevant provisions have simply not survived.

In the προρρήσεις that required guarantors τῶ ψεύδεος, the main guarantors are described as guarantors ὅλας τᾶς μισθώσιος (see Cat#C3 L15 and Cat#C6 L16). The question arises whether the word μισθώσις meant "the rent" (in which case the guarantors were merely guarantors of the rent) or "the lease" (in which case they were guarantors of the whole of the tenant's obligations under the lease). Cat#C6 LL10-15 (which immediately precede the provisions regarding the guarantors τῶ ψεύδεος) contain stipulations regarding the payment of rent: the whole of the rent will be due from the year of the archon who succeeds Nikon; for the year of the archonship of Nikon the tenant will pay half the annual rent; during the twenty year period of the lease the tenant will pay the rent each year at least five days before the end of the month of Alalkomenios. In each case the word μίσθωσις is used to refer to the rent and καταβάλλειν is used to describe the payment of it. In this context it follows that the meaning to be given to guarantors ὅλας τᾶς μισθώσιος in the very next line must be guarantors of the whole of the rent[623]. In my view, this is a good indication that the guarantors did not cover the other obligations.

All the signs are, then, that the liability of the main guarantors under the Thespian leases was confined to non-payment of rent and its consequences and did not include obligations regarding payment of tax or maintenance of the land.

It also appears that in the case of the Thespian leases, where there was more than one guarantor, the liability of each guarantor may at one stage have been limited, as on Delos, to only a proportion of the amount due. As previously discussed[624], it may have been for this reason that two of the προρρήσεις placed a limit on the number of guarantors a tenant could provide. However, we have also already seen that, in two other προρρήσεις from Thespiai no limit was placed upon the number of guarantors[625]. These two προρρήσεις were later; they also differ in that they included the requirement for guarantors τῶ ψεύδεος. It is possible that these προρρήσεις reflect a change in practice introduced at about this time in order to give greater protection to the community and that, at the same time, the liability of guarantors under the Thespian leases was now for the full amount due, so that where there was more than one guarantor, the community could recover the entire debt from one of them and leave that guarantor to seek reimbursement from the other guarantor(s).

[623] Pernin (2014:487-488) also states that μίσθωσις means "rent" here but does not give reasons.
[624] pp105-106.
[625] Cat#C3 LL14-15 and Cat#C6 LL15-16.

Building Contracts

From the terms of one of the building contracts from Lebadeia (IG VII 3073 - Cat#C9 LL1-5), we see that the guarantors were liable for a number of different sums for which the contractor was liable as a consequence of a default by him under the contract.

Firstly, the defaulting contractor was required to pay one fifth of something – we know not what (τῶν ἔ]ργων τὸ ἐπίπεμπτον ἀποτείσε[ι ὁ ἐργώνης·]). In his comments on the inscription in SIG[3] 972, Hiller suggested that it was a sum equal to one fifth of the original contract price payable as a penalty on termination of the contract following contractor default. He also suggested that in the preceding lines, which have not survived, it was provided that the contractor had to repay any money he had already received. Hiller's view that the sum of one fifth was related to the contract price for the works is supported by the fact that in the fragmentary text the word ἔργων appeared immediately before the one fifth. Thür, however, rejected this theory on the basis that no similar provision is found in the other two building contracts which have survived from Lebadeia relating to the same project (IG VII 3074 and De Ridder (1896:323-324))[626]. Thür suggested that the ἐπίπεμπτον was payable on the amounts which had already been paid in advance to the contractor. He found a parallel for this in the *hemiolion* payable by defaulting contractors under the other two Lebadeian building contracts, which was applied to the additional costs incurred by the temple in consequence of a default. He acknowledged that the penalty under IG VII 3073 would be greater than a *hemiolion* on additional costs but explained this on the basis that the contract in IG VII 3073 was not, strictly speaking, a building contract but rather a contract for the engraving of *stelai*, and that a *hemiolion* on additional costs in this different type of contract would not have produced a sufficient deterrent to discourage the contractor from defaulting.

Thür's theory is certainly arguable, but his distinction between the contract recorded on IG VII 3073 and the other building contracts may be questioned. Even in the case of "real" building contracts it was possible that a *hemiolion* on additional costs would not provide a sufficient deterrent to discourage a default, if the contract price was small or the default occurred when the work was nearing completion. In the latter case the additional costs suffered by the god could be relatively low and consequently the *hemiolion* would be a small amount too. At this stage the god would primarily have to rely upon the "carrot" (if there was one) of a final payment which became due only when the work was completed, to incentivise completion without default. It is therefore worth looking for other possible explanations as to what the ἐπίπεμπτον might be.

[626] Thür (1984:498-499).

An ἐπίπεμπτον is found in building accounts from Epidauros dating to 290-270BC[627]. But here it refers to a one fifth deduction from payments made to the contractors, rather than a repayment made by the contractors. Another possibility is that the ἐπίπεμπτον was a court fee. This is the sense in which it is probably used in the Gymnasiarchic Law from Beroia, which provided that where the gymnasiarch was found by magistrates (ἢπὶ τῶν καθηκόντων ἀρχείων) to have wrongly imposed a fine, he had to pay the successful complainant an amount equal to one and a half times the fine and in addition τὸ ἐπίπεμπτον καὶ ἐπιδέκατον. These last two items were probably court deposits that the claimant had had to pay to be allowed to start or continue the proceedings[628].

Court fees also appear in the convention between Stymphalos and Demetrias of 303-300BC. Here, each party to court proceedings conducted pursuant to the convention had to pay one tenth (ἐπιδέκατον) of the amount in dispute to the members of the court (συνλύται). At the end of the case, the losing party had to reimburse the ἐπιδέκατον paid by his opponent. Thus the total amount payable to the court was an ἐπίπεμπτον of the amount in dispute and the losing party had to pay the whole of this in the end[629]. Thür and Taeuber suggest that if the defendant did not pay his ἐπιδέκατον, the claimant could pay it in order that the claim could proceed. If he won, he could recover all the payments he had made (i.e. an ἐπίπεμπτον) from the defendant[630].

That there may have been a practice at Lebadeia to require a court fee receives some support from a later inscription from that city dated to 80-51BC in which the heirs of one Platon, an *agonothetes,* file an account on his behalf in which they record that he received τὸ ἐπιδέκατον δίκης (Cat#C13 C L72). The editors of Nouveaux Choix comment that this was probably the deduction of 10% made by the judge on a fine imposed in a judgment. However, they do not explain what the deduction represented or why it was recorded as a receipt in the accounts of the *agonothetes*[631]. A more likely possibility is suggested by Holleaux, who regarded the ἐπιδέκατον as a deposit received by the *agonethetes* from a litigant in a dispute that had been submitted to him for his judgment; the litigant having lost the case, the sum deposited remained with the *agonothetes* as judge and has therefore been recorded in his account as a receipt[632]. This evidence must, however, be treated with caution, since it is of a relatively late date.

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[627] IG IV^2 1 109 III Right Face LL51-73, 144-153.
[628] Gauthier and Hatzopoulos (1993) Face B LL106-107 with commentary on pp135-136. A possible alternative is that one of these represented an extra charge in the event of non-payment.
[629] Thür and Taeuber (1994) No.17 with commentary on pp208–212 and 228-232. A similar type of arrangement has been suggested by Hansen in relation to the ἐπωβελία and πρυτανεῖα payable in an ἀντιγραφή in classical Athens (Hansen (1982:119)).
[630] Thür and Taeuber (1994:212).
[631] Nouveau Choix p125.
[632] Holleaux (1938:133).

If the ἐπίπεμπτον in the Lebadeia building contract was a court deposit, one has to ask in what circumstances it became payable by the contractor to the *naopoioi*. One possibility is that it became payable if the contractor had unsuccessfully resisted proceedings brought by the *naopoioi* to recover a fine imposed by one of their number. There is a parallel for this type of procedure from classical Athens[633]. Another possibility is that it was payable by a contractor who wished to challenge a fine before a court consisting of or presided over by the *naopoioi*.

In my view the ἐπίπεμπτον could well have been a court fee. Nevertheless, the possibility that it represented some kind of penalty payable on termination of the contract for contractor default cannot be ruled out.

The second amount the defaulting contractor had to pay according to the Lebadeian building contract was the ὑπερεύρεμα. This was the additional cost incurred by the god where, following a contractor's default, the *naopoioi* put out to tender work that the contractor has failed to do. A provision to this effect is also found in one of the other Lebadeian building contracts (Cat#C11 LL1-7). There is no reference to guarantors in these lines. However, the contract is only incompletely preserved and may have contained lines similar to Cat#C9 LL1-5, making the guarantors liable for the ὑπερεύρεμα.

The third amount the contractor was required to pay in Cat#C9 LL1-5 was the amount of any fines for which the contractor had become liable. The *naopoioi* and the boiotarchs were given very wide powers under the contract to impose fines for non-compliance with its terms[634]. The contractor was required to complete the work in ten days working continuously with sufficient men, certainly not less than five (Cat#C9 LL12-15). If the contractor did not comply with the contract or was found guilty of bad workmanship, the *naopoioi* could impose such fine as appeared to them appropriate (LL15-19). Another part of the inscription, which set out the technical requirements for the preparation and laying of the paving of the *peristasis* of the temple, (Cat#C10 LL154-159) included provision for the contractor to be fined by the *naopoioi* and the boiotarchs if he failed to use the correct oil. Further on in the same section (LL170-176), we find provisions to the effect that certain parts of the work are not to be set permanently unless they have first been approved by the *naopoioi*. If the contractor fails to comply he must do the work again (even if it has been done correctly, it seems) and the *naopoioi* and the Boiotarchs are given the power to fine him such amount as may seem to them to be appropriate.

In the case of all three sums, it appears from the text (Cat#C9 LL1-5) that both the guarantors and the contractor were liable to pay the amounts payable upon default by the contractor. As

[633] See pp142-145.
[634] Pitt (2014:382).

Partsch noted, the guarantors undertook to pay if the contractor did not pay[635]. Here again we find that the guarantor was liable separately from and alongside the contractor.

The terms of another of the Lebadeian building contracts (Cat#C12 LL40-43) probably adopted the same approach in relation to fines. Although the text is restored here, it seems clear that it provided that the guarantor's liability arose as soon as the contractor incurred the fines. As in the case of the Thespian leases, there is no grace period allowed to the guarantor whereby he becomes liable only if the guarantor does not pay within a stipulated period of a demand from the *naopoioi*. Some guarantors may have felt that it was necessary for them to monitor the work to make sure that the contractor was complying with these obligations and to avoid the imposition of fines but whilst it would have been relatively easy to determine, for example, that the contractor had the required number of men working on the job, it would have been far more difficult to ensure that there was no bad workmanship, unless perhaps the guarantor was a skilled craftsman himself.

The building contract in Cat#C9 also provided that the guarantors would be liable if the contractor damaged a stone whilst carrying out the work and failed to replace or repair it within the time required by the *naopoioi* or stipulated in the contract. If this happened, the *naopoioi* could get the repair or replacement done by another contractor and recover the additional cost plus the *hemiolion* from the contractor and his guarantors – see LL29-40[636].

Here, the guarantor's liability is triggered by the contractor's failure to replace or repair the damage to the stone within the required time limit. The contract does not give the guarantor any time to remedy the problem himself. Again, there is a similarity here with the leases. There was a powerful incentive for the guarantor to take action himself before the time limit expired, or at the very least to keep an eye on what the contractor was doing, in other words to act as the *de facto* enforcer of the contract.

The Lebadeian building contracts also provide us with information about the duration of the liability of guarantors. The contract in Cat#C9 (LL24-29) provided that οἱ ἐξ ἀρχῆς ἔγγυοι would not be released until a replacement contractor had provided his own guarantors and that in regard to work already done they would remain liable until final approval[637]. There is no parallel example of these types of provision in either Athens or Delos. The lines permit

[635] Partsch (1909:170). Hellmann (1999:55) suggests that LL1-4 concern the liability of the ἔγγυος τῶ ψεύδεος. However, the liabilities described in these lines are not liabilities one would associate with the ἔγγυος τῶ ψεύδεος but rather the liabilities of the guarantors of the performance of the contract itself.
[636] Similar requirements are found in the contract terms in Cat#C11 LL9-18 and in Cat#C12 LL21-25.
[637] A similar provision appears in Cat#C12 LL43-47. Partsch noted that here the guarantors are mentioned before the contractor whose obligations they were guaranteeing. He observed that this was an indication that the liability of the guarantor was independent of and separate from the liability of the contractor (Partsch (1909:32 and 313)).

different interpretations. The contract terms contained in this part of the inscription (LL1-89) related to the completion of the erection and engraving of *stelai* on which would be recorded the contracts for the construction of the temple. This work had been started under another, earlier contract but work had been interrupted by war or by shortage of funds[638]. Against this background it can be argued that οἱ ἐξ ἀρχῆς ἔγγυοι must refer to the guarantors under the earlier contract, before the interruption[639]. On the other hand, these lines could also be interpreted as referring to what would happen if the present contract is terminated. On this interpretation οἱ ἐξ ἀρχῆς ἔγγυοι would be referring to the guarantors to be appointed under the present contract[640].

In favour of the first interpretation it can be said that if the lines had been dealing with the consequences of termination of the present contract, they would have appeared immediately after the provisions regarding the liability of the guarantors in LL1-5 discussed above. Instead there are a number of intervening lines dealing with the prices for the work to be done, the period for execution of this work, the resources and the skills required.

On the other hand, the content of LL24-29 seems to be more consistent with the view that οἱ ἐξ ἀρχῆς ἔγγυοι are the guarantors to be appointed under the present contract. There are two requirements in LL24-29: firstly that the original guarantors are not to be released until the replacement contractor has been appointed and has provided his own guarantors and, secondly, in relation to the work already carried out, that they are not to be released until the final approval of the whole of the work.

The purpose of the second of these requirements is clear. It is to cover the possibility that there might be errors in the work completed by the original contractor before he was replaced. The guarantors were to remain responsible for any such errors, which will not be the responsibility of the replacement contractor or of his guarantors. This would be consistent with either of the two interpretations set out above.

The purpose of the first of the requirements is less easy to understand. Why would it be necessary for the guarantors of the first contractor to remain liable until they had been replaced by guarantors of the new contractor? It cannot have been in case defects should appear in the work already completed; this was covered by the second requirement already discussed. If the contractor's obligations in regard to quality of the work were not intended to be covered in this clause, then the only other obligations must have been obligations regarding the time for

[638] Roux (1960:175-176); Turner (1994:20); Nafissi (1995:166-167); Hellmann (1999:55); Pitt (2014:375-381).
[639] Pitt (2014:381) assumes that this is the correct interpretation.
[640] This is the interpretation of Beasley (1902:21).

carrying out the work and the resources to be applied. As we have seen[641], the present contract (Cat#C9 at LL12-19) contains such obligations: to complete the work within ten days working continuously with no less than five suitably skilled operatives. In the event of non-compliance, the *naopoioi* had power to punish the contractor.

It must have been these obligations for which the guarantors remained liable until the new contractor had been appointed and provided his guarantors. The earlier contract probably contained provisions regarding delays similar to those in the present contract, but it would make no sense for the guarantors under the earlier contract to continue to be liable for delays arising from it: the work under that contract had been suspended because of war or financial difficulties encountered by the temple. If, on the other hand, the present contract had been terminated as a result of the contractor's default, there would be a delay while a new contractor was appointed and new guarantors provided. Any such delay could result in the sanctuary incurring further cost. Such cost could, for example, be incurred because other contractors were held up until the new contractor had been brought in. The fact that the Lebadeian building contracts contained provisions empowering the *naopoioi* to decide disputes arising between different contractors on the same site (Cat#C9 LL41-44; Cat#C12 LL35-37) indicates that their work was closely interrelated and that problems with the work of one contractor could impact upon the work of another. Where each contractor was blaming the other for delay, the decision of the *naopoioi* could have resulted in a fine for the contractor found to be at fault and consequently in a liability for his guarantor as well. The *naopoioi* would therefore wish the defaulting contractor's guarantors to continue to be liable until the replacement contractor was appointed and his guarantors were in place[642]. It is only in the context of the present contract that the first of the requirements in LL24-29 can be explained. οἱ ἐξ ἀρχῆς ἔγγυοι must therefore be the guarantors of the present contract, not the earlier one.

It is to be noted that this was a potentially very open ended commitment for the guarantors. The new contractor's guarantors had to be ἀξιόχρεοι. If they were not acceptable to the *naopoioi*, or if the new contractor did not provide guarantors at all, the tender process would have to start yet again. Thus, there could be yet further delay, and the guarantors of the original defaulting contractor could be liable for this, even though the immediate cause of that delay was a default by the new contractor, not the default of the old contractor, whose liabilities the guarantors were covering.

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[641] p132.

[642] Thür (1984:499) argued that this provision marked the latest date by which the guarantor had to have paid the additional costs of the replacement contract to the *naopoioi*. This may be correct but these lines are in my view also about the underlying liabilities of the guarantors. If the guarantors had not paid by the required date, they would not be released from their liability to pay. The timing of the release of the guarantors referred to in these lines must therefore also have been about the period of continuing non-performance of the contractor for which the guarantor would be responsible.

Common underlying legal principles and practices - what did the guarantee cover?

My review of the evidence in this chapter suggests that it may have been a principle, at least where the obligation guaranteed was a payment, that the guarantor was under a separate, direct obligation to the community to make the payment if the contractor did not pay; this obligation arose from the instant that the contractor should have paid but failed to do so; no prior demand upon the guarantor was required nor was any grace period allowed before the guarantor became liable. The immediacy of the guarantor's obligation probably acted as a considerable incentive for the guarantor to make sure the contractor performed and effectively made the guarantor an "enforcer" of the contract. In the case of the sacred estates on independent Delos, however, we see this principle considerably watered down by the provisions of the ἱερὰ συγγραφὴ which stipulated the order in which the *hieropoioi* were to take the various steps available to them to collect the unpaid rent. This seems to have been part of a different approach overall to the question of enforcement of amounts owed by the tenants of the sacred estates on independent Delos, which will be discussed in chapter 4[643].

The expectation that a guarantor of a building contract could be required to carry out and complete work that the contractor had failed to do himself could perhaps be regarded as an extension to building contracts of the principle of the direct and separate obligation of the guarantor owed to the community. We have good evidence of this from independent Delos and some from Athens. Unfortunately, however, we have no evidence from Boiotia on this aspect of the role of guarantors.

But there were also some important differences between the laws and practices of the different jurisdictions in regard to the coverage provided by the guarantee. Whereas at Athens it may occasionally have been the case that, where there was more than one guarantor, each guarantor may have been liable only for a part of the overall liability, on independent Delos, it seems to have been the rule that the liability of each guarantor was limited. Normally this would be one half where there were two guarantors. But the shares were not always equal. A guarantor might agree at the time when he gave his guarantee that his liability would be limited to a particular amount or a particular proportion. Alternatively, the guarantor might be able to negotiate with the *hieropoioi* and his fellow guarantors after the default had occurred that his liability would be for a specific amount. At Thespiai, there may have been a rule that, where there was more than one guarantor, each was responsible for only a part of the debt, but this may have changed during the course of the last quarter of the third century BC. The sharing of liability between guarantors on Delos and, if it happened there, at Thespiai, may be an indication of a shortage of

[643] pp160-169.

people who were prepared to put themselves forward as guarantors; this may have made it important to offer some kind of encouragement (or less discouragement) by providing for limits on the liability of those who put themselves forward.

Further, guarantees may not necessarily have covered all the obligations under the contract guaranteed. At Athens, the Peiraieus general conditions of leasing may have required a guarantor only for the rent. On independent Delos, the guarantors of the leases of the sacred houses may not have been required to cover any shortfall in the rent following cancellation of the lease and the re-letting of the house as a result of non-payment of the rent or failure to renew guarantors. At Thespiai the guarantees of the leases of sacred and public lands covered payment of the rent and any shortfall in the rent under a new lease following cancellation of the original lease for tenant default but may not have included violations by the tenant of any other obligations under the lease. One can only speculate as to the reasons for the apparent limitations on the scope of the guarantees. Difficulty in obtaining guarantors may again have been the reason. But there may have been others: for example, on independent Delos, it may be that the possibility of a shortfall in the rent on a re-letting of the sacred houses was so rare that it was not thought worth guaranteeing; this is borne out by the fact that very few examples of such a shortfall have survived in the very extensive Delian accounts. At Thespiai, it may be that the likelihood that the lease would not be renewed at the end of its term (as is provided in Cat#C7 LL7-9) was considered to provide sufficient an incentive to ensure that tenants complied with their non-financial obligations.

CHAPTER FOUR

How were the guarantees enforced?

In chapter 3 we saw that in many cases the obligations of the guarantor arose immediately the contractor defaulted; no demands had to be made on the guarantor or the contractor and no grace periods were allowed. In the present chapter, I will consider the incentives placed by the community upon the guarantor to honour these obligations, in other words how his guarantee was enforced against him. My discussion will focus on three main issues: who was responsible for enforcing the guarantee, what powers those individuals were given to enable them to enforce it, and how enforcement actually took place in practice. Once again I will review the evidence from each of my three chosen jurisdictions and then examine whether there were any underlying similarities or differences of principle or approach in relation to these issues.

Athens

As previously, it is most convenient to review the evidence for Athens by type of transaction.

In relation to tax farming concessions and sales of property, the author of the *Ath. Pol.* describes how the transactions were recorded on whitened boards which were kept in the Council house by the public slave *(demosios)* who handed them over to the *apodektai* whenever a payment was made. The *apodektai* would delete the sums paid in the presence of the Council. The author then tells us (48.1 – Cat#A3) that if anyone failed to pay an amount due he would have his name written down (ἐγγέγραπται) and would then be obliged to pay double or be imprisoned[644]. The author adds that the Council had power to exact these sums and to imprison the debtor, although we know that the actual exacting of the debt and the penalty was the function of the *praktores*[645]. As already discussed, the guarantor was liable to the state independently from the contractor. The power of the Council to exact the sums due and to arrest must therefore have applied equally to the guarantor as it did to the contractor[646]. No court judgment was required. This is confirmed by the Bouleutic Oath (as paraphrased by the speaker in Demosthenes 24.144 (353BC) - Cat#A4) which states that guarantors who had guaranteed the obligations of tax farmers but did not pay could be arrested and imprisoned by the Council without trial, and by Demosthenes 53.27 (Cat#A7) where the speaker says that the law required that those who had given a guarantee to the state but did not pay were to have their property confiscated.

It seems clear therefore that the Council, the *apodektai* and the *praktores* were all under obligations which, if fulfilled, should have meant that if the guarantor had the assets, the amount

[644] Although the debtor was probably given until the ninth prytany before the amount was doubled (Andok. 1.73 – Cat#A2; Harrison (1968-71:II.174-175); Hunter (2000:26).
[645] Dem.43.71; Dem.58.48; Andok.1.77; Rhodes (1992:559); Hunter (2000:26-27)).
[646] Partsch (1909:402); Erdas (2010:202-203).

owed and the penalty would have been recovered for the state, by confiscation and sale of the guarantor's property (ἀπογραφή) if necessary.

We have evidence of actual enforcement against a guarantor of debts owed to the state. This is the record of the sale by the *poletai* in c342/341 BC of a συνοικία owned by Meixidemos of Myrrhinous, a guarantor who had guaranteed the debts of three men who had failed to pay sums due to the state under four tax collection agreements and an agreement relating to a quarry in Peiraieus (Cat#A30 LL463-498). After Meixidemos had failed to pay under the guarantees, he had been registered on the Akropolis for his default (ἐκγεγ[γραμμένο ἐ]ν ἀκροπόλει)[647]. The property was denounced (ἀπέγραψεν) by another Athenian citizen, Euthykles son of Euthymenides of Myrrhinous, and bought by Telemachos son of Theangelos of Acharnai. Interestingly the record does not say whether Euthykles was a πράκτωρ or a member of the Council or other official, such as a demarch[648]. However, this seems unlikely. As Osborne has pointed out, Euthykles was the owner of property next door to Meixidemos' and a fellow demesman of his; the amount for which the property was sold was exactly equal to the amount of Meixidemos' debt. Osborne therefore justifiably suspected collusion between Euthykles and Meixidemos with the aim of relieving Meixidemos of his debt[649]. How often the officials relied upon the efforts of volunteers in enforcing guarantees in this way is not known.

The threat of enforcement by the officials or others provided a powerful incentive upon guarantors to honour their obligations. In addition, as already mentioned[650], the fact that if a guarantor did not pay what he owed to the state he became ἄτιμος (Andokides 1.73 - Cat#A2) would have operated as a further incentive upon those guarantors who were citizens[651]. As Hansen remarked, it was not easy for an ἄτιμος to live at Athens, especially if he had enemies[652].

Turning now to guarantors of the leases of sacred land, we know from Demosthenes 43.58 (Cat#A6) and 58.14 (Cat#A8) that a person was also ἄτιμος if he was indebted to Athena or to one of the other gods. This would no doubt have included guarantors who were so indebted. As to penalties and who was responsible for taking steps against guarantors to recover the amounts owed, the question to be considered is whether the author of the *Ath. Pol.* in the passage cited at the beginning of this chapter was referring to the recovery of debts owed to the city's gods and

[647] It is to be noted that Meixidemos only had to pay the debt and penalty that the defaulting debtors had to pay; i.e. he did not have to pay double twice, once as guarantor for the double payment owed by the defaulting debtors and once in respect of the amount owing and unpaid under his guarantee.
[648] Demarchs seem to have had an official role in acting as denunciators in the confiscation and sale of the property of the Thirty (Walbank (1982:96)).
[649] Osborne (1985:45).
[650] p74.
[651] For a list of privileges lost as a result of ἀτιμία see Hansen (1976:61-62).
[652] Hansen (1976:59).

goddesses as well as debts owed to the state. There are good reasons for thinking that this was the case. Firstly, as Rhodes has shown[653], the Council was concerned with and interested in the finances of the sanctuaries and possessions of the city's gods and goddesses. This interest is reflected for example in the *Ath. Pol.*, which records that the *basileus* introduced the leases of sacred lands to the Council[654], and in the decree of 418/417BC relating to the leasing of the sanctuaries of Kodros, Neleus and Basile, which specifically required that the rent be paid to the *apodektai* (Cat#A10 L15-18). Secondly, just before the passage dealing with payments cited at the beginning of this Chapter, the author of the *Ath. Pol.* noted that the *basileus* recorded the leases of sacred lands on whitened boards[655]. There is no reason to suppose that these records were not included among the records which were kept by the public slave (*demosios*) and handed to the *apodektai* when a payment was made. Thus if a payment was missed, the consequences would be the same as for public debtors. It would follow that if a tenant of sacred land failed to pay his rent on time he would be obliged to pay double or be imprisoned, and the Council would have the power to exact the unpaid sums and imprison the defaulting tenant. And the same would apply to his guarantors.

In Demosthenes 24 the speaker says that where monies owed to the gods were not paid, the amount due was increased tenfold[656]. This seems to conflict with the evidence of the *Ath. Pol.* referred to above, that the debt was only doubled. However, in my view Papazarkadas rightly argues[657] that Demosthenes was being deliberately disingenuous here. His main purpose was to strengthen his argument that Timokrates' law would abolish the tenfold penalty and deprive the city of much needed funds; but it is not at all clear that his law would have this effect even if it did apply to debts owed to the city's gods and goddesses.

Although the actual collection of public debts was by the *praktores*, there is no evidence of *praktores* being involved in the recovery of sums owed to the city's gods and goddesses. Other officials may have had this responsibility. We know that the *archon basileus* and the *tamiai* of Athena and the other gods kept lists of debtors[658]. But whether they were directly involved in the collection of rent, and if so what powers they had, is not known.

As to guarantors who were indebted to one of the civic subdivisions, the decree of the deme of Plotheia (Cat#A12 LL17-18) concerning the loan of the deme's money spoke of the deme officials (τὸς ἄρχοντας) κατὰ τὸ ψήφισμα δανείζοντα[ς κα]ὶ ἐσπράττοντας. Partsch

[653] Rhodes (1972:91-100).
[654] *Ath. Pol.* 47.4 - Cat#A.3. The Council may also have been involved in the vetting of the guarantors for these leases (see p73).
[655] *Ath. Pol.* 47.4 - Cat#A.3.
[656] Dem. 24.82-83 (Cat#A4), 111 and 121; Hunter (2000:26).
[657] Papazarkadas (2011:67).
[658] Andok.1.77.

interpreted ἐσπράττοντας to mean that the deme officials had a right conferred upon them by the decree to levy execution against defaulting borrowers by seizing their possessions without judgment[659]. Where the borrower had provided guarantors, execution could no doubt have been levied against defaulting guarantors as well. However, whether the officials had such a power may have depended upon what the ψήφισμα referred to here provided. The reference to ἄρχοντας in this inscription is not to a specific board of officials but to all the deme's officials who discharge financial duties[660]. This would have included the demarch, who generally did have the power to seize the possessions of those who were indebted to the deme[661]. But it would also have included the *tamiai* and others, who may not have had such power.

More informative is the decree of an Athenian tribe concerning the grant of leases of tribe lands (Cat#A16 LL10-15) which, it will be recalled[662], expressly provided for the property of the guarantor to be seized by the *tamias* and *epimeletai* of the tribe if the rent was not paid. Partsch correctly interpreted this as a contractual submission by the debtor to compulsory enforcement through a private seizure that would otherwise have followed a judgment in legal proceedings[663]. Here the tribe's officials could distrain upon the guarantor's property without going through the ἀπογραφή procedure of the type recorded by the *poletai* in the case of Meixidemos mentioned above.

Further, since in the tribal decree the rent was owed to the eponymous hero of the tribe, the debtor would, on the basis of Dem. 43.58 (Cat#A6) and 58.14 (Cat#A8), be ἄτιμος until such time as he paid. This would have provided an added incentive for guarantors to honour their commitments.

We have no record of tribal officials actually exacting payment from guarantors. However, it is interesting to note that in the *poletai* records concerning the confiscation and sale of the property of Nikodemos, who had embezzled tribal money, the *epimeletai* of the tribe played an active part in seeking to recover sums owed to the tribe from the proceeds of sale before the balance was paid to the state[664].

Guarantors of debts owed by trierarchs need to be considered separately. Hansen showed that debts owed by the trierarchs did not entail ἀτιμία[665]. The same may well have applied to the guarantors of trierarchs. Further, a defaulting trierarch could not automatically be imprisoned

[659] Partsch (1909:414).
[660] Whitehead (1986:144).
[661] Whitehead (1986:125-127).
[662] p111.
[663] Partsch (1909:222-223).
[664] Cat#A30 LL498-530. See pp39-40 footnote 176.
[665] Hansen (1976:59).

nor could his name be inscribed as a public debtor. The powers of the *epimeletai* of the dockyards in relation to the recovery of debts owed by trierarchs for naval equipment seem to have been quite limited. Although the *epimeletai* would record in their accounts the value of naval equipment that trierarchs had failed to return, responsibility for the recovery of the equipment (or its value) was placed on the succeeding trierarch and in the event of a dispute between the two trierarchs the *epimeletai* would bring the case before the jury court[666].

How this might affect a guarantor can be seen in the accounts of the *epimeletai* of the dockyards for 334/333BC (Cat#A20 LL60-71). These recorded that Philomelos son of Menekles of Cholargos had stood as guarantor for the outstanding debt owed by Eupolis for naval equipment and that Philomelos had been brought into court and owed double. We do not know who had prompted the *epimeletai* to bring Philomelos to court (perhaps it was Eupolis' successor as trierarch) or why. It is possible that there was a dispute over the guarantee (for example that he had not given it or that he had already paid it or that it had not yet become due or that it was for a different amount), and that the court found against Philomelos and ordered him to pay double. In this respect it may be that Philomelos was in no different position from that of a guarantor of other state debts: if he disputed the guarantee he could challenge the enforcement steps taken against him. However, another possibility is that Philomelos did owe the money under the guarantee but was being deliberately evasive or defiant and could not be compelled to pay double unless a court ordered him to do so. In other words, it is possible that the rule that state debtors automatically became obliged to pay double did not normally apply to debts owed by trierarchs or their guarantors. This would be consistent with the milder debt recovery regime which appears to have applied to trierarchs, from which their guarantors would also have benefitted.

Gabrielsen saw this more relaxed approach as the result of the state trying to solve the practical and serious problem of striking the appropriate balance between recovering sums incurred many years before on the repair and replacement of equipment on the one hand, whilst at the same time not alienating wealthy (and therefore possibly influential) individuals upon whom the state depended for the equipping of the fleet on the other[667].

Turning now to building contracts, we are primarily concerned with enforcement against guarantors of the payment of fines which had been imposed upon defaulting contractors by officials. Our main source for this is the law of Athens of 337/336 BC relating to the rebuilding of the walls and harbour moles (Cat#A14). Unfortunately, the fragmentary nature of the inscription means that some of the details are controversial and we will need to discuss the

[666] Gabrielsen (1994:157-166); Hunter (2000:31).
[667] Gabrielsen (1994:169).

controversies before attempting to draw conclusions about the duties, powers and practices of officials regarding the recovery of fines.

The following points can be derived from the inscription with a reasonable degree of certainty:

1. two *epistatai* or *epimeletai*[668] were to be chosen by a vote of the people from among all Athenian citizens to supervise the works (LL27-29);

2. responsibilities in regard to the building work were also placed upon the *teichopoioi* (ten in number, one chosen from each tribe) and the *tamiai* (financial administrators) (L33)[669];

3. contractors who failed to complete their works were liable for penalties (τιμωρίαι - LL31-32);

4. the *epistatai* were to be given presidency of the court (LL30-31); and

5. contractors and their guarantors who failed to comply with the contract were to be brought before the court (LL34-35)[670].

However, the following points are controversial:

(a) who imposed the penalties on the contractor;

(b) whether the *teichopoioi* as well as the *epistatai* were to be given presidency of the court; and

(c) who brought the offending contractors and their guarantors into court.

As to (a), the text (LL32-34) speaks of the *epistatai* doing something μετὰ τῶν τειχοποιῶν καὶ τῶν ταμιῶν. According to the restorations included by the editor of *IG* II^3, the *epistatai* with the *teichopoioi* and the treasurers for the wall rebuilding project were to supervise the work to see that it was brought to completion. According to the restorations proposed by Thür, the law here provided that the penalties for delay mentioned earlier were to be imposed by the *epistatai* with agreement of the *teichopoioi* and the treasurers for the wall rebuilding project

[668] The surviving parts of the inscription do not give these officials a name but in the discussion that follows I will call them *epistatai.*
[669] Maier (1959-1961:43) suggests that the detailed supervision was by the *epistatai* and that the *teichopoioi* had more general responsibilities.
[670] Thür (1985:67) argued that this referred to failure by the contractor or his guarantor to pay the penalties referred to in L32. Scafuro, in her restoration of L34 (*exempli gratia*) (Cat#A14), argued that it referred to any failure by the contractor or his guarantors to comply with the provisions of the συγγραφαί. I do not regard this as a significant difference; the penalties were imposed for non-compliance with the contract. The editor of *IG* II^3 offers no restorations here.

until the contractors had completed their work[671]. Gauthier believed that the inclusion of the treasurers among those imposing penalties on the contractor was problematic[672]. However, these *tamiai* were specially chosen for this project[673] and they were to act μετὰ the *epistatai*, i.e. they were not directly imposing penalties themselves; perhaps they were mentioned here because they would need to keep a record of the penalty. As Thür pointed out[674], such restorations as the editor of *IG* II^3 offers to these lines are rather weak in that they merely repeat in part the obligation on the *epistatai* to supervise the work from LL28-29. Thür's restorations are in my view to be preferred.

As to (b), the editor of *IG* II^3 and Thür restore the *teichopoioi* in L30 so that they, as well as the *epistatai*, receive the presidency of the court. The restoration is based upon Aischines 3.14 and 3.27-29 (Cat#A1), where Aischines argues that Demosthenes, as a member of the board of the *teichopoioi* on this very project, sat as president of the court[675]. Maier doubted whether the *teichopoioi* assumed the presidency, emphasising that the nature of the office of *teichopoios* was essentially honorary[676]. Scafuro contended that the *teichopoioi* definitely did not assume the presidency, arguing convincingly that the passages in Aischines' speech cannot be relied upon. She contended that the role of the *teichopoioi* was more like that of the *naopoioi* and *trieropoioi* and had more to do with financing the work than its actual construction[677]. In my view Scafuro is probably right. We cannot assume that the *teichopoioi* sat as presidents of the court.

As to (c), Maier[678] interpreted the text (LL32-35 in *IG* II^3) to mean that the building commission (i.e. the *epistatai* with the *teichopoioi* and the *tamiai*) would bring the contractor and his guarantors before the court, where the *epistatai* themselves (and possibly the *teichopoioi*) assumed the presidency at the hearing and could pronounce the threatened penalty. As Scafuro points out, however, *tamiai* are not known to have acted as prosecutors[679]. Thür's restorations[680] provided that only the *epistatai* were to bring the case before the court. Thür found attractive the assumption that in such a case the *epistatai* would turn to one of the *techopoioi* as president of the court. Scafuro, however, having ruled out the possibility that the *teichopoioi* might preside over the court, proposed a restoration of L34 (*exempli gratia*) to the effect that the *teichopoioi* brought the disobedient contractors and their guarantors into a court presided over

[671] Thür (1985:67).
[672] Gauthier (1988).
[673] Thür (1985:69 note 8).
[674] Thür (1985:67).
[675] Thür (1985:69 note 10) argues that unless the *teichopoioi* did have the presidency of the court, Aischines' argument would be an empty one.
[676] Maier (1959-1961:43).
[677] Scafuro (2006:36-37 and 39-41).
[678] Maier (1959-1961:44).
[679] Scafuro (2006:45).
[680] Thür (1985:68).

by the *epistatai*[681]. Yet, as Thür rightly says, since the *epistatai* had imposed the fines, one would expect the *epistatai* to bring the proceedings[682]. One view not argued by scholars is that one *epistates* brought the contractor and his guarantors into a court presided over by the other *epistates*. There are parallels for this type of process in Athens, where an official referred a penalty imposed by him to a court sitting under his own presidency[683]. This solution would require that Thür's restoration to L34 be adopted. However, there are such large gaps in the text here that the answer to the question of which official actually brought the contractor and his guarantors into court must remain uncertain.

For the purposes of my discussion of the enforcement of guarantees under building contracts, I draw the following conclusions from the law of 337/336BC: that the *epistatai*, with the *teichopoioi* and the *tamiai*, had the power and were under a duty to impose penalties upon the contractor if he did not complete the work; if the contractor, or his guarantors, did not pay these penalties, either the *epistatai* or the *teichopoioi* (it is not clear which) had the power and were under a duty to bring the contractor and his guarantors into a court presided over by the *epistatai*.

As presidents of the court, the *epistatai* would have been in a position to influence the proceedings. It is true that it was the jury that gave the verdict both on liability for the penalty and on its amount[684] and, as Todd points out, the president of the court had no right of jury direction, no right to rule evidence as inadmissible or to exclude certain lines of argument and no power of summing up[685]. However, the speeches in Lysias 14 and 15 show that it was not necessarily forbidden for those presiding over the trial (especially if it was a body that had a particular interest in the case[686]) to "descend into the arena" and argue for or against a particular result. In Lysias 15, the speaker argues that this would not be appropriate[687], but the fact that he felt it necessary to say so suggests that there was no law or rule of procedure prohibiting it.

It is interesting to compare the law relating to the rebuilding of the walls and harbour moles with the contract for work to the sanctuary of Apollo on Delos, which dates to about the same

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[681] Scafuro (2006:36-45).
[682] Thür (1985:67).
[683] See Harrison (1968-1971:II.7) where he gives the examples of the archon responsible for widows and orphans (Dem. 43.75), the polemarch (IG I^3 55), the *agoranomoi* (Aristophanes Acharnians 824 and 968; Wasps 1406ff), the *strategoi* (Lys. 15) (although it seems unlikely that in that case the *strategoi* were the prosecutors) and, possibly, the overseers of the docks (Dem. 47.24); Harrison suggested that where there was a single magistrate, such as an archon or polemarch, he was represented in one capacity or the other by one of his *paredroi*; MacDowell (1978:237) follows Harrison.
[684] Here Maier (1959-1961:44) was not quite correct to say that the *epistatai* "pronounced" (aussprechen) the penalty.
[685] Todd (1993:79). He also argues that the discretion of the president of the court at *anakrisis* stage should not be exaggerated, but in my view it nevertheless had the potential to be significant.
[686] As in Lysias 14 and 15, where Alkibiades junior was accused of refusing to serve as a hoplite and the court was presided over by the generals.
[687] Lys. 14.21 and 15.1-4.

period (Cat#A43 LL19-21). This provided that if the contractor failed to complete the work within the stipulated time, he was to pay a fine of ten *drachmai* per day until the work was completed. It will be recalled that the contract then required the *naopoioi* to enforce (ἐισπραττόντων) payment of this fine against the contractor and his guarantors and do other things "in accordance with what was written in the συγγραφή for other contractors and guarantors of works". Rubinstein has observed that cross references to existing legislation or established procedures are an indication that a *praxis* clause such as this permitted the officials in question to take action against the debtor on their own initiative[688]. As has already been seen[689], the συγγραφή referred to here may well have been a general συγγραφή relating to the execution of works to sanctuaries administered by the amphiktyons of Delos. It is possible that this empowered the *naopoioi* to enforce these fines directly against the contractor and his guarantors. If so, their powers may have been similar to those of the *epistatai* under the Athenian law. The surviving fragments of the accounts of the *naopoioi* do mention a court and the imposition of penalties on contractors[690] but we do not know what court was being referred to or why it was involved. It should not be forgotten that enforcement against the guarantors in this contract at least four of whom were Athenian citizens, would almost certainly have taken place in Athens.

In relation to enforcement against a guarantor of a fine imposed by officials under a building contract and indeed in relation to enforcement against guarantors of all types of transactions, it has to be remembered that all the officials mentioned so far in this chapter (including the *tamias* and *epimeletai* of a tribe and demarchs and other deme officials) were required to render accounts at the end of their periods in office. Even after the accounts had been rendered anyone could make a complaint to the *euthynoi* about the conduct of the officials[691]. If sums which should have been collected had not been collected without good reason, this could be construed as evidence of bribery and questions could be asked. Further, according to Aischines, the possessions of an official were subject to confiscation by the state until he had rendered his accounts (Aisch. 3.21: ἐνεχυράζει τὰς οὐσίας ὁ νομοθέτης τὰς τῶν ὑπευθύνων, ἕως ἂν λόγον ἀποδῶσι τῇ πόλει). Thus not only was the official under an incentive to collect sums due from guarantors but his personal possessions were at risk if he failed to do so.

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[688] Rubinstein (2010:203ff).
[689] p44.
[690] ID 104(22) (346/345BC): δικαστήριον (fragment a L18; fragment b LL3 and 13); [ἐπιβολ]ὰς ἃς αὐτοὶ ἐπεβά[λομεν] (fragment a LL12-13); ID 104(23) (346/345BC): ἐπ[ιτιμήματα τάδε ἐπετ]ιμήσαμεν μετὰ τὸ [ἀρχιτέκτονος τοῖς] μεμισθωμένοις (LL20-22); ID 104(24) (345/344BC) apparently the records of the secretary to the *naopoioi* only: το[ύτ]ων ἐπιτιμήματα τάδε [ἐπ]ετιμήθη ἐπὶ τῆς ἡμετέρας [ἀρχ]ῆς τοῖς μεμισθωμένο[ις] (LL15-17); [ἐπιτίμημα v.v δρ]αχμαὶ καὶ ἔμβλημα ἐμβαλλεῖ[ν] (LL20-21, 24-25, 28-29, 33-34, 37-38).
[691] Fröhlich (2004:331-335; 346-355).

Awareness of these facts would in turn have served as a reminder to guarantors that they were unlikely to be let off their obligations.

To sum up, the Athenian evidence regarding enforcement is rather patchy. But where we do have evidence, with the notable exception of guarantors of trierarchs, it appears that the enforcement regime, particularly for the payment of sums due under tax collection franchises and of rent on the sacred lands, was a tough one, with severe penalties imposed and mechanisms available to enable rapid enforcement backed up by incentives on the officials to implement them. In the case of sums owed by contractors under building contracts, it appears that in some cases a court judgment may have been required before further enforcement action could be taken; but even in these cases the procedure favoured speedy recovery by the state. In chapter 3 I suggested that the responsibilities placed upon guarantors were such as to encourage them to be the enforcers of the obligations they were guaranteeing in the sense that they were required to see to it that these obligations were performed. The enforcement measures which I have reviewed in the present chapter will have provided added encouragement to guarantors to fulfil this role.

Independent Delos

Notwithstanding the extensive records that have survived from independent Delos, the only transactions for which we have detailed knowledge of how guarantees were enforced are the leases of sacred estates. We have some information about enforcement against guarantors of fines levied under building contracts but hardly any information about how guarantees of other types of transaction were enforced (leases of sacred houses, loans and tax collection and ferry operation franchises). I will therefore start this section with an examination of enforcement of guarantees of the leases of sacred estates and then review the evidence regarding enforcement of fines under building contracts. I will then proceed to discuss an issue which affects enforcement of guarantees of all types of transaction, namely what was the legal effect on independent Delos of the *hieropoioi* including a person's name in a list of debtors. Finally I will consider the approach of the *hieropoioi* to enforcement of guarantees for all types of transaction in practice.

<u>The sacred estates</u>

We have a glimpse of the steps that the *hieropoioi* could take to recover unpaid rent from the tenants of Apollo's estates and their guarantors in the period prior to the ἱερὰ συγγραφὴ coming into force. One account records that tenants (who were named) and their guarantors (who were probably not named) owe monies to the god and that they have been "registered in

accordance with the συγγραφή"[692]. As already mentioned[693], Tréheux thought that this could well have been a συγγραφή promulgated by the Athenian amphiktyons, to which the *hieropoioi* were working prior to the enactment of the ἱερὰ συγγραφή. Whatever the origins of this συγγραφή may have been, however, it must have contained provisions regarding the recovery of unpaid rent.

An indication of what these provisions may have said is provided by other accounts dating to this period. One of them records that the *hieropoioi* collected (ἐπράξαμεν) 140 *drachmai* of the rent for the estate of Soloe by seizing barley (presumably barley grown on the estate by the tenant) but that 190 *drachmai* and the ἡμιόλιον were owed by the tenant and his guarantors. One of the guarantors, Sattos son of Timon, is named[694]. The same account records that after Archandros, the tenant of the estate of Hippodromos, had failed to pay the rent, the *hieropoioi* collected (ἐπράξαμεν again) 300 *drachmai* by seizing barley and 150 *drachmai* by selling two oxen (again, presumably the tenant's oxen kept on the estate). One of the guarantors, Protoleos, paid half the balance owing and the rest, plus the ἡμιόλιον, is recorded as owing by Archandros and Amphias, the other guarantor. The estate was then re-let to a new tenant but with the same guarantors, Protoleos and Amphias[695].

It seems from this evidence that the amphiktyonic συγγραφή may have provided that:

1 a ἡμιόλιον was to be added to the amount of rent outstanding and unpaid;

2 the *hieropoioi* had the power to seize the tenant's crops and livestock in satisfaction of unpaid rent; and

3 the *hieropoioi* were required to record publicly the names of tenants who failed to pay rent owed to the god and of their guarantors.

What other steps the *hieropoioi* were empowered or obliged to take to recover the unpaid rent is unclear. The fact that the guarantor Amphias was accepted as guarantor of the new tenants of the estate of Hippodromos implies that he was not without financial means. Yet the debt outstanding from the previous tenant was not recovered from him. This suggests that the *hieropoioi* therefore may not have had the power to seize assets from guarantors in satisfaction of outstanding rent. It also implies that publicly recording the names of those who owed rent to the god did not have the effect of preventing those named from entering into further transactions with the god. However, the possibility cannot be ruled out that in this particular case the

[692] Cat#B2 B L74.
[693] p51.
[694] Cat#B1 LL7-8.
[695] Cat#B1 LL9-12.

hieropoioi had decided to take no further action against Amphias, and to waive any prohibition on his entering into further transactions with the god, for some reason, for example an assurance from the tenant or Amphias that he would pay at a defined later date, or perhaps simply favouritism. Even if this was the case, however, the enforcement régime on independent Delos at this time appears to have been somewhat milder than that which applied for example in the decree governing the leasing of tribal lands in Athens in the third century BC which gave the tribe's *tamias* and *epimeletai* power to seize the property of a tenant and of his guarantor if the tenant did not pay the rent.

Delian legislation regarding recovery of rent from tenants of the sacred estates and their guarantors appears to have changed with the introduction of the ἱερὰ συγγραφὴ (Cat#B32). As we saw in chapter 3[696], LL30-34 provided that if the tenant did not pay the rent on time he was to pay a ἡμιολίον at specified times and the *hieropoioi*, after selling the tenant's crops, were to collect (ἐισπραξάσθων) from the guarantors the ἡμιολίον of the amount of the rent that remained owing to the god; if rent was still outstanding, the tenant's cattle, sheep and slaves were to be sold to cover the shortfall. Thus far, the new regulation was very similar to the existing law or practice as evidenced by the accounts referred to above. However, the new regulation continued by providing (LL34-36) that, if any sum remained unpaid after the measures just referred to had been taken, the *hieropoioi* were to exact payment of the remainder from the possessions of the tenant and of his guarantors. Here we can see a parallel with the decree of the Athenian tribe described above. The ἱερὰ συγγραφὴ then provided (LL36-40) that if the *hieropoioi* were unable to exact payment, they were to swear an oath to that effect, write up the names of those who owed money to the god and of their guarantors on a *stele* and re-let the estate. If the new rent was less than the old, the *hieropoioi* were to write down the names of the individuals concerned, the deficiency and a ἡμιολίον. In addition, the *hieropoioi* themselves were to pay one half of the rent that they failed to collect if they did not exact payment from the guarantors[697]. Finally, the ἱερὰ συγγραφὴ provided (LL46-49) that "all the possessions of the lessees, their domestic animals, their slaves, their household furniture, and all that is theirs, shall be pledged to the god (ὑποκεῖσθαι δὲ τῶι θεῶι). All the possessions of the guarantors also shall be pledged to the god, just as those of the lessees. If the *hieropoioi*

[696] p117.
[697] LL38-40. The lines are difficult to interpret. Kent (1948:280-281) read them to mean "the *hieropoioi* are to pay to the god half the rental which they do not collect, if they do not exact payment from the guarantors of the lessees." If this means that the *hieropoioi* would be liable to pay the penalty even if, having taken steps to exact payment, they failed to recover the rent, this would have given them a very strong incentive to ensure that the guarantors were capable of paying.

who collect (the rent) do not collect the entire amount, all the possessions of the *hieropoioi* shall be pledged to the god….."[698].

It can be seen that LL34ff went considerably further than the law or practice that appears to have existed prior to the ἱερὰ συγγραφὴ coming into effect. In particular, if seizing the tenant's crops, cattle, sheep and slaves does not meet the whole amount owing, the *hieropoioi* can take the remaining possessions of the tenant and those of his guarantors as well[699]. To this end, all the possessions of the tenant and his guarantors were pledged to the god[700]. The ἱερὰ συγγραφή then placed a powerful incentive upon the *hieropoioi* to take these steps by making them liable for half the amount of any rent they failed to collect. This incentive was reinforced by providing that the possessions of the *hieropoioi* were also "pledged to the god", so that their possessions too could be confiscated if the *hieropoioi* became liable to pay one half of the uncollected rent under the provision mentioned earlier.

The right of Apollo to a pledge of the possessions of the *hieropoioi* to cover their liability for uncollected rent was similar to the right of the Athenian state to seize the possessions of an Athenian official until he had rendered his accounts. There were, however, also some differences between Athens and independent Delos as regards recovery of rent on sacred estates. At Athens the debt was doubled, whereas on independent Delos only a ἡμιολίον was added. At Athens the guarantor could be imprisoned whereas there appears to have been no such sanction on independent Delos. As already observed[701], at Athens, in the case of the conditions for the leasing of tribal land, the guarantor's possessions could be immediately confiscated and sold, whereas on independent Delos the guarantor's assets could be seized only after certain of the tenant's possessions had been seized and they were of insufficient value to satisfy the debt. On the other hand, on Delos the *hieropoioi* were expressly made liable for half the rent if they failed to exact it whereas we find no such arrangement in classical Athens.

We have seen that in classical Athens the Council was probably involved in the collection of debts owed to the city's gods. On occasions, the Delian Council may also have had a role in the collection of overdue payments. The accounts of the *hieropoioi* for 279BC record that they received from the councillors and the *hieropoioi* of the previous year 200 *drachmai* which Hypsokles son of Archestratos paid as guarantor of Amphistratos son of Hypsokles. As Vial

[698] I have adopted the translation by Kent (1948:282) except that, where Kent has translated ὑποκεῖσθαι δὲ τῶι θεῶι "are to be subject to the god" (three times in the text – once for the lessees, once for the guarantors and once for the *hieropoioi*) I have translated these words "shall be pledged to the god" reflecting the translations by Partsch (1909:267) ("sollen in Hypothek gegeben sein") and Velissaropoulos-Karakostas (2011:331) ("le dieu ait un gage sur le bétail" etc), which seem to reflect the Greek more accurately.
[699] Kent (1948:279); Vial (1985:223).
[700] Partsch (1909:406 note).
[701] pp117-118.

noted, Amphistratos was the tenant of the estate of Sosimacheia during the 280's BC but appears to have been unable to pay the rent for 280BC[702]. It is not clear what powers the Council had in regard to the recovery of outstanding rent or how proactive it was expected to be in obtaining such payments. The accounts merely record the Council receiving the sum from the guarantor and remitting it to the *hieropoioi*. But the Council's role may not have been an entirely passive one. It may have had similar powers to those conferred by the provision in the ἱερὰ συγγραφή which required the Council to write up the names of the tenants of the sacred estates on whose behalf their guarantors had made payments to the *hieropoioi* and who were then to be regarded as ὑπε[ρ]ημέρους (Cat#B32 LL44-45). But the precise role of the Council in the recovery of sums owed remains unknown.

Like their counterparts in classical Athens, officials on independent Delos were required to render accounts at the end of their period in office[703]. This provided a further incentive, if one was needed, on the *hieropoioi* (and the Council) to fulfil their functions. The accounts of the *hieropoioi* confirm that *logistai* were appointed to examine their accounts, as well as those of other officials[704]. The *logistai* had power to impose fines on the officials. These fines were recorded in the accounts. For example, the accounts of 278BC record payments ἐξ εὐθυνῶν by two of the *hieropoioi* of 280BC, Hegias son of Phokaieus and Anaschetos son of Theoxenos[705]. However, it is to be noted that, unlike Athens, it appears that there was no second committee of magistrates (the *euthynoi*) who received complaints from individuals after the *logistai* had examined the accounts[706].

The activities of the *hieropoioi* regarding recovery of rent from tenants of sacred estates and their guarantors may sometimes have led to court proceedings. The evidence for this is however somewhat fragmentary. One badly damaged record which seems to have related to the sacred estates appears to have mentioned individuals being convicted in court ([ὀφεί]λειν αὐτοὺς ἐν τῶι δικα[στηρίωι]) but more than this we cannot tell[707]. There is also an entry in the accounts for 269BC which refers to a γραφή brought by Sosimenes against Euboulos[708]. Vial suggested that it was probable, although not certain, that Euboulos was the *hieropoios* of 273BC[709]. We do not know whether the claimant Sosimenes was a disgruntled tenant or a guarantor or even whether this case concerned a sacred estate; however, the entry does suggest

[702] Cat#B10 A LL39-40; Vial (1985:108).
[703] Fröhlich (2004:80).
[704] The accounts record expenses paid by the sanctuary to the *logistai*; references are given in Fröhlich (2004:80 note 9).
[705] Cat#B11 L41; Vial (1985:158); Fröhlich (2004:386 and 417).
[706] Fröhlich (2004:422-423).
[707] Cat#B6 L5 discussed further on p163.
[708] Cat#B14 A L62; two other payments to the *heliaia* are recorded (IG XI,2 199A L65 – 274BC – and 223A L7 – 262BC) but we have no information as to the parties involved or the subject matter.
[709] IG XI,2 199B L98; Vial (1985:153).

that legal action may have been available to a tenant or guarantor if the *hieropoioi* were acting improperly.

One possibility was ψευδεγγραφὴ. There are two references to this in the accounts of the *hieropoioi*. It may refer to a legal procedure similar to the action of the same name found in Athens where a γραφὴ ψευδεγγραφῆς could be brought against the official who had wrongly included the guarantor's name on a list of state debtors. If the suit was successful, the name of the guarantor would be removed from the list and replaced with that of the official who had wrongly included him on the list[710]. The first of the Delian references, in an account dating to 301BC, records that as a result of Anapsyktides pursuing a case of ψευδεγγραφὴ, Antigonos son of Aspheros owed the sum of 89 *drachmai* 4 *oboloi* and 5 *chalkoi*[711]. Vial interpreted this to mean that Anapsyktides had proved that the debt that Antigonos had attributed to him did not exist and Antigonos had to pay that amount to the god. The second reference to ψευδεγγραφὴ, in the accounts for 192BC, is more fragmentary: [παρὰ τοῦ δεῖνα – – – –]ὸ ἔφη ἐπιβάλλειν αὐτῶι μέρος τῆς ἐγγραφῆς ἐκ τοῦ πετεύρου οὗ ἀ·· ·ΗΜΕΝΙΣΕ ἐξαγω γεῦσι ṿῆσǫς? ἡ σ···υ··σ·ι·····ΣΛΙΠ̣ΛΕΝΕΞΕ̣ΟΕΙ τῆς ψευδενγραφῆς 28[712]. Vial interpreted this to indicate that the payment was for the payer's part in the erroneous inscription of one or more debtors on a tablet[713]. Vial's interpretations of both entries are surely correct. Again, we do not know whether either of these cases arose from a lease of a sacred estate but they do show what could be done if a tenant or guarantor disputed an entry in the accounts.

It was also possible for an official to be removed from office. This is demonstrated by Vial, who convincingly argues that the absence of one of the *hieropoioi* at the end of his term of office in 297BC and of two *hieropoioi* at the end of their term of office in 280BC cannot have been voluntary or due to death in office[714]. What the procedure was for the removal of a *hieropoios* from office is not known but it is possible that it may have permitted a guarantor who felt particularly badly treated by a *hieropoios* to take action, perhaps in addition to the ψευδεγγραφὴ outlined above.

Fines under building contracts

Two building contracts have survived which gave officials express powers in regard to the recovery of fines and other amounts payable by the contractor and his guarantors. One of these is a contract of 297BC (Cat#B31). It provided that if the contractor did not complete the work

[710] Lipsius (1905-1915:443-444); Partsch (1909:404).
[711].Cat#B4 LL28-31.
[712] Cat#B25 LL97-98.
[713] Vial (1985:157).
[714] Vial (1985:180).

by the required date, the ἐπιστάται could award a contract for the remaining work to another contractor and were required to recover amounts owing from the contractor and his guarantors in whatever way they decided ([εἰσπραξάντων δὲ οἱ] ἐπιστάται τὸν ἐργώνην καὶ τοὺς ἐνγυητὰς ὧι ἂν τρόπωι ἐ[πίστωνται]) (LL3-5). The contract also provided that the ἐπιστάται could disapprove work that appeared to them not to comply with the contract and impose a fine upon the contractor within ten days (καὶ ἐπιτιμῆσαι ἀργυριον ἐν δ[έκα ἡμέραις]) and, if they did, they were required to recover it ([τὸ] μὲν ἀργύριον εἰσπραξά[ντων]) (LL5-6). The amount of the fine is not stated. It is possible that it was stipulated elsewhere in the contract or it may have been left to the discretion of the ἐπιστάται[715]. The contract may further have provided (if Feyel's restorations are correct) that where the contractor failed to provide guarantors and the work was awarded to another contractor at a higher price, the ἐπιστάται could recover the increase in price from the original contractor and his ἐγγυητὴν τοῦ ψεύδους without penalty and "without being subject to legal proceedings" (ὅσωι δ᾽ἄν [πλεῖον] εὕρει ἀναπωλούμενον, ἐξέστω τοῖς ἐπιστάταις εἰσπρᾶξαι τὸν ἐργώνην καὶ τὸν ἐν[γυητὴν]…ἀζημίοις οὖσιν καὶ ἀνυποδίκοις) (LL11-12).

The other contract is dated c250BC. It provided that if the contractor did not complete on time, the *hieropoioi* and the ἐπιμελήται were to award the remaining work to another contractor and the ἐγδόται were to recover any additional cost from the contractor and his guarantor: καὶ ὅσωι ἄ[ν πλειον εὑρει τὰ ὑπολοιπα τοῦ λοιπου ἀργ]υρίου ὑφαιρουμένη[ς τοῦ μισθω?]ματος εἰσπραξάν[των τὸν ἐργωνην καὶ τὸν ἐγγυητὴν οἱ ἐγδοται ποι]ούμ ενοι τὴν πρᾶξιν ἐκ τοῦ ἐγγυη[τοῦ] - Cat#B35 LL31-37).

It will be seen that sometimes these contracts placed a duty on the officials to recover the fines concerned (εἰσπραξάντων), sometimes they were couched in permissive terms (ἐξέστω τοῖς ἐπιστάταις εἰσπρᾶξαι). However, it seems clear that the officials were expected to take active steps to recover the amounts owed from the contractor and his guarantors. Rubinstein has identified examples of the terminology of enforcement which normally indicate that active steps are involved, and we find such terminology in our two Delian building contracts: the verb πράσσειν (or one of its compounds) taking as its direct object the person against whom the enforcement process is directed (the contractor and his guarantors)[716]; a clause granting immunity to the enforcing officials; and a clause providing that the officials are to collect the sums owed

[715] Partsch (1909:333) thought the amount of the fine was in the discretion of the ἐπιστάται. Vial (1985:148) appears to have taken the view that the laws fixed the amount.

[716] Rubinstein (2010:199-200). We have one example where the object is the money (τὸ ἀργύριον) rather than the contractor and his guarantors. However, the verb can take two accusative objects: the money and the person from whom it is being exacted. The text is very fragmentary and it is possible that the contractor and his guarantors were also included as the objects of the verb in the lost part of the line.

"by whatever method they can" [717]. The contracts do not state what steps the officials could take but, by analogy with the procedures for the recovery of rent on the sacred estates, these may have included seizure of goods or other property.

We have already seen that the officials had to render accounts at the end of their period in office. If there were any unrecovered fines at this stage, this might have to be explained to the *logistai*. This should have operated as an incentive for the officials under building contracts to take the steps they were empowered to take to recover fines, and an awareness of this fact should have concentrated the minds of guarantors. Unfortunately, no record of the actual exercise of these powers has survived, nor do we know how frequently these powers were granted in Delian building contracts in general. Court proceedings may have been involved. The accounts of the *hieropoioi* for 304BC contain a record of a payment by the *hieropoioi*, described as δικαστηρίωι μισθὸς, which appears among a list of payments to contractors and suppliers, suggesting that some kind of dispute had arisen between a contractor (or possibly his guarantors) and the *hieropoioi* or the ἐπιστάται[718]. Other entries record payments δικαστηρίωι τοῖς ἐπιτιμήμασιν or similar, which may have concerned proceedings for the recovery of fines[719]. The extent to which the contractor or his guarantors could raise disputes regarding the way in which the fines were enforced may have however have been limited if the contract provided the officials with immunity from suit[720]. The terms of the contract could be important to guarantors, as we shall see in the next chapter.

As was the case with the collection of rent from the sacred estates, the Council also had a role in the collection of overdue fines from contractors and their guarantors. The accounts of the *hieropoioi* for 279BC record that they received from the Councillors of that year the sum of 175 *drachmai* from Arignotos son of Antipatros being his share of the guarantee he had provided for Diaitos son of Apollodoros who had contracted to build the retaining wall for the theatre[721]. Again, as in the case of the sacred estates, it appears that the role of the Council here was a passive one. However we cannot conclude from the limited evidence that the Council was not empowered in some circumstances to adopt a more aggressive stance towards building contractors and their guarantors.

<u>What was the legal effect of including a guarantor in a list of debtors?</u>

[717] Rubinstein (2010:200-203 and 209).
[718] Cat#B2 A L113; Vial (1985:151-152).
[719] IG XI,2 145 LL65-66; 199A L65; 223A L7; 287A L81 and Cat#B14 A L62.
[720] Rubinstein (2010:202) and Rubinstein (forthcoming).
[721] Cat#B10 A LL40-42.

We have seen that at Athens a citizen who owed money to one of the city's gods was ἄτιμος and that this should have acted as an incentive upon guarantors to pay. On Delos, however, the position is less clear. No provision has survived in the ἱερὰ συγγραφὴ which made a tenant who failed to pay his rent and his guarantors automatically ἄτιμος. Partsch, however, believed that tenants and guarantors whose names were written down on a *stele* pursuant to the provisions of the ἱερὰ συγγραφή (L37) for non-payment of rent due on a sacred estate were ἄτιμοι[722]. For Partsch this meant that any such person could have his real property confiscated (if it had not already been seized by the *hieropoioi* pursuant to the ἱερὰ συγγραφή) and was deprived of rights such as the right to vote in the assembly, to hold office and to sit as a juror[723]. Partsch seems to have assumed that this would apply to all who were recorded by the *hieropoioi* as indebted to the god, including those who failed to pay rent on sacred houses, failed to pay interest on loans or failed to pay sums due under franchises for the collection of tax, operation of ferries etc.

There are, however, reasons for thinking that Partsch's view may be wrong.

The accounts for 274BC contain a list of those who were indebted to the god for non-payment of sums due under ferry operation or tax collection franchises. The list includes the names of both the contractors and of their guarantors. One of the guarantors, Phillis son of Diaitos, was an *epimeletes* of building works in the same year as he was recorded in this list as a debtor of the god. Although it is always possible that Phillis was appointed as *epimeletes* before he defaulted in paying the sums due under his guarantee, it does appear from this that being recorded as a debtor did not affect one's eligibility for the position of *epimeletes*[724].

The accounts for 250BC record that Ekephylos and his guarantors owe (ὀφείλουσι) one *obolos* in rent for the estate of Chareteia[725]. In 257BC Ekephylos had paid only part of the rent which had been due that year. The lease appears to have been cancelled and the estate re-let[726]. Seven years later, a tiny amount is still outstanding. If inclusion in the accounts as a debtor meant that Ekephylos was ἄτιμος, there is surely no way that such an amount would have been left unpaid.

Notwithstanding the extensive remains of the accounts that have survived, the words ἄτιμος and ἀτιμία do not appear anywhere in them. By contrast there are numerous references to

[722] Partsch (1909:402-403).
[723] Partsch (1909:387-389).
[724] Cat#B13 B LL96-97 and A L74.
[725] Cat#B17 L196.
[726] Cat#B16 LL30-31; Cat#B17 LL139-141; Reger (1994:325).

individuals being ἄτιμοι in Attic inscriptions[727]. Further, the way in which the *hieropoioi* sometimes recorded those who owed money to the god suggests that such recording cannot have had the legal significance for which Partsch contended. If the effect of recording debtors was intended to be that citizens were publicly confirmed as ἄτιμοι, one would expect them to be clearly identified. But very often they are not. In the case of the sacred estates, the accounts of 250BC record that "the following are indebted to the god, they and their guarantors" and in the list that follows the tenants are named but the guarantors are not[728]. In the case of the sacred houses, the accounts for 274BC contain a list introduced by the statement that the following of those who rent sacred houses have not paid the rent and owe it to the god "they and their guarantors". In the list, however, seven tenants are named but only one guarantor[729]. Hennig noted that in the later accounts the *hieropoioi* did not include patronymics in the lists of those who owed rent on the sacred houses (which would have avoided doubt as to who might be being referred to)[730]. In the case of loans made by the god to individuals, the early lists of those who owed interest to the god did not include guarantors at all and later, when guarantors were mentioned, they were hardly ever named. For example, in a long list of those who have not paid interest in the accounts of 274BC we find one entry that merely states: Τελέσων καὶ οἱ ἐγγυηταὶ 21 drs. Another entry in the same list states: Νίκω]ν Νικοδ[ρμου] καὶ ἔγγυοι [Νικ]ωνος Φιλ..... 12drs[731]: here, although ἔγγυοι is in the plural, only one guarantor is named. From about 269BC, the *hieropoioi* started merely to include the guarantors generically in the introductory words to the list of debtors, for example: καὶ οἵδε τόκους οὐκ ἔθεσαν ἀλλ᾽ ὀφείλουσι τῶι θεῶι αὐτοὶ καὶ ἔγγυοι[732]. This becomes a regular usage from 257BC onwards, although occasionally a guarantor is actually named[733]. Vial notes that from about 220BC the *hieropoioi* started to insert at the end of their lists of debtors a statement to the effect that if any borrowers have not paid interest the *hieropoioi* record them as debtors, they and their guarantors[734]; from 179BC this was replaced by a clause to the effect that if the *hieropoioi* had not written up any individuals who were indebted to the god, they now recorded them as debtors to the god, them and their guarantors[735]. It might have been possible to work out who the guarantors were by referring back to earlier records, but the leases and loans may have been granted many years previously and discovering who the guarantors were may not have been entirely straightforward.

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[727] E.g. ἄτιμον αὐτὸν ἒναι καὶ τὰ χρέματα αὐτῶ δεμόσια... (IG I^3 40 LL33-34).
[728] Cat#B17 L196.
[729] Cat#B13 B LL93-94; Hennig (1983:451).
[730] Hennig (1983:451-452).
[731] IG XI,2 199C LL103-104, 108-111.
[732] Cat#B14 D LL67-70.
[733] Cat#B16 L23 - generic reference; Cat#B28 D LL26-30 - guarantor for half named.
[734] Vial (1985:224); ID 346A LL13-14, 366A L135, 369A L42, 376 L16.
[735] Vial (1985:224-225); Cat#B28 A L250, ID 442D LL30-37, 444A L53, 449B LL15-16, 457 L17.

One possibility is that recording a person as indebted to the god did not have any legal effect at all. It was simply a record. The *hieropoioi* would no doubt have been keen to record the debt in order to avoid any suggestion that they had received the money and not paid it over to the treasury of the god. Nevertheless, there is some evidence that this was not the only reason for keeping such a record and that being included in a list of debtors by the *hieropoioi* did have some legal effect upon the debtor. The ἱερὰ συγγραφή required the Council to write up the names of the tenants of the sacred estates on whose behalf their guarantors had made payments to the *hieropoioi*. These individuals were then to be regarded as ὑπε[ρ]ημέρους κατὰ τὸν νόμον (Cat#B32 LL44-45). We do not know what law was being referred to here but it was almost certainly connected with the possibility that action could be taken against the registered debtor to recover the debt, perhaps because his property could now be seized[736].

The references to ψευδεγγραφὴ in the accounts of the *hieropoioi* discussed earlier[737] also indicate that the inclusion of a name in a list of debtors to the god must have had significance. There would have been no point in taking legal proceedings against *hieropoioi* who had wrongly included a name on a list of debtors if this was not the case.

Whatever the legal significance of recording someone as indebted to the god may have been, it does not appear to have been quite the same as it was in classical Athens. It may merely have meant that the *hieropoioi* had proceeded as far as they could within their powers in attempting to collect the debt, and that it was therefore open to anyone else who wished to take action against the debtor as a registered defaulter. Or it may have meant only that the named debtor could not enter into any new transaction with the god until the debt was paid. It may also have had a practical impact by deterring putative creditors. For example, it may have meant in practice that the person named in the accounts as owing money would be unable to persuade anyone to act as his guarantor. It could also have affected the debtor's credit in the private commercial world of Delos. Whatever the consequence was, it was probably a less powerful incentive upon guarantors to pay than ἀτιμία was in classical Athens.

<u>Enforcement by the *hieropoioi* in practice</u>

So far, we have seen a number of similarities and differences between the laws and practices of Athens and Delos in regard to the enforcement of debts owed by guarantors to the community. On Delos, however, a further question needs to be addressed, which has an important bearing upon our understanding of the position of guarantors there. This question is the extent to which the *hieropoioi* adopted a lenient approach to enforcement against those who entered into

[736] Ziebarth (1926:104).
[737] p152.

transactions with the god and against their guarantors. In the case of leases of sacred houses and loans to individuals, the overwhelming evidence is that the *heiropoioi* took quite a relaxed approach to enforcement against the tenants, borrowers and their respective guarantors. In the case of the leases of the sacred estates, however, the evidence is not so clear cut and differing views have been expressed by scholars on how aggressively the *hieropoioi* pursued tenants and their guarantors for payment of rent. The answer to this question is important because there would have been little incentive upon the guarantors to fulfil their obligations if the practice of the *hieropoioi* was not to pursue them with any vigour. In this section therefore, I will start by reviewing briefly the evidence of actual enforcement in the case of the sacred houses, loans to individuals and tax collection and ferry operation franchises before going on to address the evidence regarding enforcement of the leases of the sacred estates.

In relation to the sacred houses, we find extensive records stating that certain tenants and their guarantors owe rent to the god but no record of the *hieropoioi* confiscating the property of those liable in order to recover amounts owed[738]. The lenient approach of the *hieropoioi* to enforcement in the case of the sacred houses was noted by Molinier who drew attention to the accounts for 279BC. These recorded that one half of the rent for the house of Episthenes, which had been let to Apemantos son of Leophon, had been paid by one of his guarantors, Protoleos. The other guarantor did not pay the other half and he and Apemantos are recorded as debtors for 25 *drachmai* later on in the accounts in a list of tenants and their guarantors who have not paid rent on sacred houses[739]. Yet the lease was not cancelled for non-payment of rent, nor was the house re-let to a different tenant, nor is any action recorded as having been taken to recover the outstanding rent from Apemantos' other guarantor. Instead, the records show that Apemantos was still tenant the next year, but with different guarantors, who paid the rent on his behalf[740].

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[738] Molinier (1914:68), who assumes that there was an equivalent to the ἱερὰ συγγραφή for sacred houses (which is a possibility (see p55)), says that when the indebtedness was complete on the part of the tenant and his guarantors, the *hieropoioi* certified on oath to this effect and inscribed the debt on the stele of public debtors. However, the fact that no records of such oaths, or of the actions taken by the *hieropoioi* before they swore, have survived in such extensive accounts is surely significant.

[739] Cat#B10 A LL22-23; Cat#B10 D LL69-72; Molinier (1914:67). Partsch (1909:180), who also assumed that there was a ἱερὰ συγγραφή for sacred houses, argued that this list of debtors showed that enforcement had taken place against the possessions of the debtors and their guarantors. This is hard to reconcile, however, with the fact that Apemantos remained in possession of the house.

[740] Cat#B11 LL17-18. Other examples of a defaulting tenant who was permitted to remain in possession: the accounts of 279BC record that a tenant who had failed to pay the rent was still living in the house that year when work was carried out on it (IG XI,2 161D LL72-77 and A L110 (Hennig (1983:486)); and the accounts of 179BC record a payment from Straton of rent of a sacred house for which he had been recorded as a debtor by the *hieropoioi* of the previous year (ID 442 L170). The same accounts (L142) show that he was probably still tenant of the house in 179BC (Molinier (1914:67-68)). Hennig (1983:452) appears to go too far when he suggests that some of the tenants listed as owing rent for sacred houses in the accounts for 274BC (Cat#B13 B LL93-94) remained in possession. There is no evidence that this is the case and the suggestion that tenants of sacred houses were never evicted if they fell behind with the rent is inconsistent with the evidence we have of leases of sacred houses being cancelled and the houses re-let following a failure by the tenant to provide guarantors. The fact that no record has survived showing a cancellation of a lease for non-payment of rent does not necessarily mean that it never happened.

If the *hieropoioi* did pursue those who were indebted to the god in respect of the sacred houses, they could take many years in effecting a recovery. For example, we find a record in 218BC of a payment of 201 *drachmai* in rent by the tenant of the house next to the ironworks. The annual rent for that house was 42 *drachmai*, which the tenant is recorded as paying further on in the same account. The first payment must have been payment of arrears; if so it represented several years of unpaid rent (defaulting tenants of the sacred houses were not required to pay the ἡμιολίον[741]). During this time apparently no action was taken to evict the tenant or to recover the rent from the tenant's guarantors[742].

In relation to loans to individuals, the accounts of the *hieropoioi* contain lengthy lists of borrowers who are indebted to the god for interest, which suggests that the approach of the *hieropoioi* to the collection of interest on loans was similar to their approach to the collection of rent for sacred houses. For example, Kleinodikos son of Stesileos is recorded by the *hieropoioi* as owing 10 *drachmai* interest in the accounts of 274, 257 and 250BC[743]. This means that in each of those years, Kleinodikos did not pay the interest accrued on his loan that year. Kleinodikos may simply have been unable to pay: he had appeared in the lists of those who had paid their interest in earlier years (282, 279 and 278BC)[744]. If the *hieropoioi* had taken steps to recover the money from other sources such as mortgaged property or guarantors, one would expect them to mention it here in their accounts. Yet there do not appear to have been any such entries. Indeed, the *hieropoioi* sometimes allowed interest to remain unpaid for extended periods. This can be seen from the accounts of 250BC, which record that a certain Kallimos paid off on behalf of his father a loan of 100 *drachmai* and at the same time paid accrued interest amounting to 101 *drachmai* 4 *oboloi*[745]. It is not clear how this sum was calculated, but on a loan of 100 drachmai, it must have represented at least ten years in which the borrower failed to pay the interest for the year[746], and no payment was received from the guarantors during this period.

Recovery of sums from guarantors could also take a very long time. The accounts of the *hieropoioi* of 250BC record receipt of a payment of 30 *drachmai* from Democharès son of Kydron "which he said was payment of a guarantee on behalf of Harpalis son of Simos that was

[741] Molinier (1914:67-68); Hennig (1983:452).
[742] ID 354 LL26 and 34; Hennig (1983:452 note 94). Other examples of late payment of rent were cited by Hennig (1983:453). These show payments being made from one to six years late, including one by a guarantor two years late (Telemnestos, who, in 219BC, paid 6 *drachmai* being his share of his liability under a guarantee for the rent on a sacred house that had fallen due in 221BC (ID 353A LL43-44)).
[743] IG XI,2 199C L93; 226A L24; 287A L190.
[744] IG XI,2 158A LL29-30; 161A L30; 162A L25. In these entries, Kleinodikos and his brother, Dexikrates, paid 20 *drachmai* interest. At some stage before 274BC the loan seems to have been divided between the two brothers with each responsible for interest on half of it.
[745] IG XI,2 287A L16; Bogaert (1968:145).
[746] The interest rate was always 10%: Bogaert (1968:138); Vial (1985:380) and e.g. ID 290 LL131-132. There is no evidence of any borrower ever having been required to pay the ἡμιολίον on unpaid interest.

written down on the stele that Timokles and Xenokleides set up". Timokles and Xenokleides had been *hieropoioi* eleven years earlier in 261BC[747]. Similarly, the accounts of the *hieropoioi* of 179BC recorded interest payments received from the guarantors of a borrower covering a period of five years prior to their year of office[748].

So far as concerns tax collectors and the operators of ferry franchises, there is, again, no record of the *hieropoioi* ever having confiscated their property or possessions or those of their guarantors. In an account dated to 300-280BC, the *hieropoioi* record that they are unable to exact payment from individuals who are listed and that they are in debt (to the god). The list includes the name of the purchaser of a franchise for the operation of the ferry to Rheneia and of his guarantor. However the *hieropoioi* do not say what steps they had taken to try and recover the sums owed[749]. Elsewhere, we find entries in which the *hieropoioi* record that the franchisee and his guarantor owe amounts to the god. The guarantors are usually named along with the franchisee[750]. In one account, the *hieropoioi* record that since the franchisee has not paid they now "write down" the guarantor as a debtor for the relevant amount[751]. Unlike the case of the sacred houses and loans, we do not find lengthy lists of tax collectors, ferry operators and their guarantors who owe money to the god. This however can be explained by the fact that far fewer tax collection and ferry operation franchises were granted by the god than leases of sacred houses and loans.

The evidence shows, therefore, that guarantors of leases of sacred houses, loans to individuals, and tax collection and ferry operation franchises were operating under a fairly mild enforcement régime. Was the régime under which the guarantors of the leases of the sacred estates similarly relaxed? Kent argued that the extensive powers of confiscation of the possessions of the tenant of a sacred estate and his guarantors introduced by the ἱερὰ συγγραφὴ produced the result that "bankruptcy cases are rare after this law was passed"[752]. Kent could find only one example of both lessee and guarantors failing to pay the rent: this was Kallisthenes, tenant of Sosimacheia, who was recorded as owing half the rent on that estate plus a ἡμιολίον in 206BC[753]. Kent commented that it would seem that Kallisthenes somehow managed to avoid any confiscations

[747] IG XI,2 287A LL11-12.
[748] ID 442A LL162-163 and 176-177; Vial (1985:225-226).
[749] Cat#B7 LL18-20.
[750] For example, an entry in the accounts of 274BC records that the following franchisees have not paid and are in debt (to the god); then there follows a list giving the names of the franchisees and their guarantors (Cat#B13 B LL96-97). Sometimes the introductory words are more general, e.g. the accounts for 262BC record that "the following are indebted to the god, and their guarantors". Included in what remains of the list is the franchisee for a ferry operation, and his guarantor, both of whom are named (Cat#B15 LL50-52).
[751] Cat#B14 D LL56-63. Another entry, in the accounts for 179BC, records that the *hieropoioi* write down (ἐγγράφομεν) Dionysodoros son of Marathonios and his guarantor, Demeas son of Phokritos, who have not paid part of the amount due for the franchise for the operation of the ferry to Rhenaia (Cat#B28 D LL11-19).
[752] Kent (1948:279).
[753] ID 369A L41.

and he questioned whether the provisions of the law requiring confiscations were always enforced[754]. The difficulty with Kent's view is that it seems to postulate a situation where the law was not rigorously enforced but there were few defaults, whereas one might expect that if the law was not rigorously enforced there would be numerous defaults, or that the reason why there were few defaults was that the law was rigorously enforced.

Vial too noted that, after the introduction of the ἱερὰ συγγραφή, the accounts contain no further indication of proceedings resorted to by the *hieropoioi* to recover unpaid rent. With the exception of the inclusion of a few names on the lists of debtors (in particular the case of Kallisthenes referred to by Kent), defaults by tenants of the sacred estates appear only indirectly by the mention of payments by guarantors. In Vial's opinion this does not mean that the measures decreed by the ἱερὰ συγγραφή became a dead letter during the course of independence: the *hemiolion* was still being imposed in 206BC and it is probable, in Vial's view, that seizure of crops was still practised[755]. Nevertheless it is in Vial's opinion implausible that the *hieropoioi* ever seized the personal goods of the tenant and his guarantors. In this respect the approach of the *hieropoioi* towards the enforcement of obligations relating to the sacred estates was the same as their approach to enforcement of the other contracts. In her view, the Delian community did not allow one of its members to be deprived of his land or his house, even in the interests of the god[756]. The difficulty with Vial's view is that if the approach to enforcement was the same for the sacred estates as it was for the other transactions entered into by the god, it is necessary to explain why there were so few recorded defaults for the former and so many for the latter.

Reger, on the other hand, argues that the *hieropoioi* proceeded with vigour against defaulters under the new regulations[757]. Referring to the accounts already mentioned above[758] regarding the enforcement of guarantees before the ἱερὰ συγγραφή was introduced, Reger argues that the ἱερὰ συγγραφή was a response to the high number of defaults in those years which had resulted in the temple of Apollo being out of pocket. In support of his view that the new regulation was vigorously enforced, he notes that a number of estates and houses appear for the first time in the accounts of the *hieropoioi* after the ἱερὰ συγγραφή came into effect and he explains this on the basis that these properties had previously belonged to tenants and guarantors of sacred estates who had defaulted in payment of the rent with the result that the

[754] Kent (1948:279-280 note 125).
[755] Ziebarth (1926:97) suggested a number of places in the accounts where references to the seizure of tenants' crops and animals could be restored.
[756] Vial (1985:224). Pernin (2014:226) also notes that there is no evidence of the powers of confiscation and sale being used and argues that late payers were simply written down as debtors of the god.
[757] Reger (1994:220-229).
[758] pp147-148.

properties were confiscated by the *hieropoioi* pursuant to the new powers conferred upon them by the ἱερὰ συγγραφή.

Reger admits that his arguments are hypothetical. However, he seeks to support them by referring to a number of fragmentary accounts that appear to have been concerned with enforcement proceedings[759]. He further supports his arguments by referring to the sharp decline in rental levels between 297 and 290BC, which, he argues, was the result of the chilling effect of vigorous enforcement of the ἱερὰ συγγραφή during its early years[760]. Conversely he explains the sharp rise in rents for sacred houses between 287 and 277BC on the basis that many Delians who found renting the sacred estates too risky turned instead to renting houses (which were cheaper than the estates and whose leases were only five years), thereby increasing demand[761].

There are difficulties with Reger's arguments. Firstly, the absence from the accounts after c300BC of any reference to the possessions of tenants of the sacred estates and of their guarantors being confiscated is a powerful argument against Reger's theory in the context of the very extensive records that have survived relating to the financial administration of these estates.

Secondly, there is no direct evidence to show that the tenants and guarantors whose estates and houses Reger argues found their way into the possession of Apollo had not paid the rent on their sacred estates.

Thirdly, we know that at least two of the properties Reger mentions (Sosimacheia and Epistheneia) had been mortgaged to the god as security for loans. If, as Reger argues, the *hieropoioi* had seized these properties in order to recover rent owed by the tenants of the sacred estates, they would thereby be depriving the god of the security provided by these properties for the repayment of the loans concerned. One wonders whether, given the regularity with which the *hieropoioi* obtained real property as security for these loans, this would have been regarded as permissible. It seems to me to be just as likely that these properties came into the possession of the god as a result of a default on the loans that they secured[762], although there are other possible ways in which they could have been acquired (for example by way of a gift or bequest or consecration).

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[759] Reger (1994:225-227); discussed further below.
[760] Reger (1994:228-229).
[761] Reger (1994:246); he finds in the records five men who rented estates in the years 314 to 290BC also rented houses in the years 290 to 240BC.
[762] A view advanced for example by Kent (1948:286), Bogaert (1969:152 note 112) and Vial (1985:224 note 139) but rejected by Reger (1994:227-228) on the grounds that there is no record of the *hieropoioi* proceeding against a defaulting borrower whereas, as we shall see, he argues that there are records of them proceeding against a defaulting tenant of a sacred estate.

Fourthly, it is not necessary to postulate vigorous enforcement of the new law to explain the reduction in rents in the 290's. The promulgation of the new law could in itself have been sufficient to have this effect[763].

Fifthly, even if, in the decade after the ἱερὰ συγγραφή was introduced, the *hieropoioi* vigorously enforced the new law, leading to a number of confiscations of properties and possessions, it is still necessary to explain the absence of evidence for confiscations in the one hundred and fifty years that followed. Reger argues that there were defaults but that the nature of the defaults changed; in most cases the tenant defaulted by failing to renew his guarantors and in every case the *hieropoioi* found someone else to take on the lease, although sometimes at a reduced rent, in which case the former tenant or his guarantors were held responsible for the difference. However, even if defaults were limited to the kind that Reger describes, they would still result on occasions in sums being owed to the god and in actions having to be taken to recover those sums, including confiscations of property, if vigorous enforcement continued; Reger does not provide a satisfactory explanation for the absence of evidence of such actions being taken.

In view of the apparent differences of view between scholars, it is worth examining exactly what the accounts of the *hieropoioi* record about the steps the *hieropoioi* took to recover unpaid rent from the tenants of the sacred estates and their guarantors after the ἱερὰ συγγραφή was introduced.

(a) An extremely fragmentary document, which Reger dates to the 290's BC[764], (i) refers to the Council (μετὰ βουλῆ[ς]), (ii) appears to be referring to certain individuals incurring a penalty in court ([ὀφεί]λειν αὐτοὺς ἐν τῶι δικα[στηρίωι]), (iii) mentions certain temple estates, (iv) talks of the deprivation or withholding of something (ἀποστερήσει τῆς -), and (v) mentions rent (πρὸς τὴν μίσθ[ωσιν]), money ([δραχμ]αῖς χιλίαις τετρα[κοσίαις]) and someone in the first person handing something over to the *hieropoioi* ([παρέδ]ωκα ἱεροποιοῖς). Reger argues that this document records the trial and conviction of tenants "who violated the rental contract, payment of fines and/or back rent, and the seizure of property of those who could not or would not pay." As already mentioned[765], the document certainly seems to be concerned with some sort of enforcement process. We do not know whether guarantors were involved. As to its date, as Reger admits, his argument for the 290's is tenuous. The editor's notes in *IG* XI,2 indicate that it could equally well be dated to the 280's or the 270's.

[763] Chankowski (2008:287).
[764] Cat#B6; Reger (1994:225-226).
[765] p151.

(b) In another account, which, according to Reger, was probably of almost the same date (although the editor of *IG* XI,2 dates it to between 297 and 279BC) [766], the *hieropoioi* record that they are unable to exact payment from certain individuals, who are in debt to the god (τούτους οὐκ ἐδυνάμεθα εἰσπρᾶξαι, ἀλλ᾽ ὀφείλουσι). The persons concerned are then listed. The list includes at least three tenants and their guarantors, who appear to have been named. Reger says that this record refers to "a similar disaster" to the one to which the document just mentioned was referring and that the guarantors were "explicitly included in the proceedings". However, Reger seems to be rather over-stating the case. Whether there were proceedings, and if so of what kind, we do not know. The *hieropoioi* had tried and failed to recover these debts. If the *hieropoioi* had followed the ἱερὰ συγγραφή to the letter this would have meant that they had either confiscated the possessions of the tenants and their guarantors but these were insufficient to pay off the sums owed, or had not attempted to make any confiscations because the tenants and their guarantors did not have any assets for them to confiscate. However, it is also possible that, as Kent and Vial would argue, the *hieropoioi* did not even attempt to confiscate the possessions of the tenants and their guarantors, notwithstanding the requirements of the law and notwithstanding the fact that any such confiscation would have borne fruit.

(c) The accounts of 279BC record that the Council and the *hieropoioi* of the previous year had collected 200 *drachmai* from a guarantor of Amphistratos, tenant of the estate of Sosimacheia[767]. This was probably all but one *drachma* of the rent for 280BC[768] which had been outstanding for a whole year. No mention is made of the remaining *drachma* and we therefore do not know if it was paid and if so by whom. However, from 279BC the estate has a new tenant, Geryllos[769].

(d) The accounts of 274BC record that Eparchides paid one half of the rent for the estate of Porthmos. He made this payment on behalf of Polyzelos, a guarantor[770]. The payment cannot relate to the rent for 274BC since we know that this was paid in full that year by the tenant, Apollodoros son of Xenomedes[771]. Apollodoros was tenant of Porthmos in 282, 279, 278, 269 and 268BC[772]. It is likely that he held the tenancy continuously throughout this period. Either the rent that Eparchides paid related to a period from before 279 BC, or Apollodoros was permitted to remain as tenant of Porthmos notwithstanding the fact that he had not paid the rent.

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[766] Cat#B7 LL21-27; Reger (1994:226-227).
[767] Cat#B10 A LL39-40.
[768] IG XI,2 158A L14.
[769] IG XI,2 161A L15.
[770] Cat#B13 A L14.
[771] IG XI,2 199A LL3-4.
[772] IG XI,2 158A L7, 161A LL6-7, 162A L5, 203A L19 and 204 LL6-7.

In either case, the *hieropoioi* seem to have taken quite a relaxed view of their obligations to collect the rent imposed upon them by the ἱερὰ συγγραφή.

(e) In 257BC, the two tenants of Chareteia paid the sum of 1200 *drachmai* in rent. This was less than the total rent due of 1400 *drachmai* 3 *oboloi*. The guarantors may have made some payments but they cannot have made up the full amount of the rent, because the lease seems to have been cancelled and the estate re-let in two parts to two tenants[773]. The accounts for 250BC record that one of the original defaulting tenants and his guarantors (who are not named) still owe (ὀφείλουσι) one *obolos* in rent[774]. Presumably this tiny amount was thought not to justify any further action.

(f) The accounts of 257BC also record that Pistes, a guarantor of the tenant of the estate of Leimon, paid 151 *drachmai*, which was half the rent for that year. The *hieropoioi* then state that "the rest is owed" (τὸ δὲ λοιπὸν ὀφείλεται)[775]. Although the tenant must have been named (there is a lacuna in the text), the other guarantor does not appear to have been.

(g) In the same year, the *hieropoioi* record that Ergoteles paid 70 drachmai rent for Kerameion. The rent due for that year was 171 *drachmai*. The accounts say that they (presumably Ergoteles and his guarantors) owe the rest (τὸ δὲ λοιπὸν ὀφείλουσι)[776]. We cannot tell from the fragmentary text whether the guarantors were named or not.

(h) The accounts of 250BC record that Mnesimachos, the tenant of one half of Chareteia failed to renew his guarantors and the estate was therefore re-let. However, the new rent was four hundred and nineteen *drachmai* three *oboloi* less than the rent under the old lease. The *hieropoioi* record that the original tenant and his guarantors, who are named, owe the shortfall and in addition a ἡμιόλιον of 209 *drachmai* 4 $^{1}/_{2}$ *oboloi*[777].

(i) The accounts of 250BC also record that Moiragenes son of Kallisthenes and his guarantors, who were not named, owed 100 *drachmai* for the estate of Limnai. This must relate to an earlier year, since the same accounts record that the tenant of Limnai in 250BC, Kynthiados, paid the rent in full that year[778].

(j) The accounts of 250BC further record that the *hieropoioi* received a sum from Xenon, son of Nikanor in respect of a shortfall (ἐγδείας) on the estate of Soloe and Korakia. We know

[773] Cat#B16 LL30-31; Cat#B17 LL139-141; Reger (1994:325).
[774] Cat#B17 L196.
[775] Cat#B16 LL34-35.
[776] Cat#B16 L36.
[777] Cat#B17 LL139-142.
[778] IG XI,2 287A LL196 and 26.

that the tenant of this estate in 250BC was Timoxenos, who paid his rent in full. The default must therefore have occurred in an earlier year and is only now being rectified[779].

(k) Fragmentary accounts of the *hieropoioi* dated to soon after 250BC record: [οἵδε ὀφε]ίλουσι τῶν ἐνηροσίων αὐτοὶ καὶ οἱ ἔγγυοι. There is also a reference to τὸ ἡμιόλιον. Rent was owed from the sacred estates. The names of the tenants and, if they were mentioned, their guarantors have not survived[780].

(l) ID 291 d LL33 and 35, which Reger dates to 247BC, appears to be dealing with tenants of the sacred estates ([τῶι μεμ]ισθωμένωι τὰ ἱερὰ χωρ[ία]). The document refers to a judgment being given against someone by default ([ὦ]φλεν ἔρημον) and to someone destroying something (ἀλλὰ κατέσπασ[ε]). Reger contends that this records the trial and conviction of one tenant who had failed to pay rent and of another for causing damage[781]. Vial does not appear to have interpreted this as referring necessarily to non-payment of rent; she confined herself to commenting that this was a record of proceedings against two tenants of the sacred estates who had contravened the rules [782]. Whatever the reason for the proceedings against the first tenant, it is clear that he was condemned to a payment by default; and that the second tenant had destroyed buildings or trees belonging to the god.

(m) The accounts of 246BC record the receipt of two sums in respect of the sacred estates. The first was 366 *drachmai* 2 *oboloi* and 1 *chalkos* from one of the guarantors of Antikrates, tenant of the estate of Hippodromos. The *hieropoioi* record that he had given the guarantee in the archonship of Elpinos, i.e. in 262BC. The second payment was of 280 *drachmai* from one of the guarantors of Rhadis, tenant of an unknown estate. This guarantee had been given in the archonship of Tharsynon, i.e. in 261BC[783]. It appears that there had been defaults in the payment of rent in 262 and 261BC but that the rent was not recovered until 246BC.

(n) The accounts for 207BC record that the estate of Porthmos was re-let after the tenant failed to renew his guarantors. The *hieropoioi* record that the rent under the new lease was 691 *drachmai*, and that this was a shortfall of 121 *drachmai* when compared with the rent under the old lease[784]. They did not record here that the original tenant and his guarantors had paid this shortfall or that they "owed" it plus a *hemiolion.*

[779] IG XI,2 287A LL17-18 and 31.
[780] IG XI,2 288 LL12-13.
[781] Reger (1994:227).
[782] Vial (1985:156).
[783] ID 290 LL9-12.
[784] ID 366A LL102-103.

(o) In the account of 206BC, mentioned by Kent and Vial, three tenants of the sacred estates were recorded as owing rent to the god, to which the *hemiolion* had been added ([ἐπι]βαλόντων ἡμῶν τὸ ἡμιόλιον). The names of two of these tenants, Aristodikos son of Lykades and Kallisthenes, survive on the stone. Reger argues that it was likely that these men did not have sufficient property to cover the full rent owed[785].

To summarise the evidence reviewed above, there do appear to have been occasional defaults by tenants and their guarantors. When these happened, the *hieropoioi* recorded the amount owed in their accounts. We are not told what steps they had taken to recover the outstanding rent before they made these entries. Indeed, in only one entry (that in the accounts of 297 to 279BC referred to in (b) above) did the *hieropoioi* state that they had not been able to exact payment and even in this case they do not say what steps they had taken in their attempts to recover what was due[786]. In a number of cases the *hieropoioi* did not receive the rent until years after it was due.

It is hard to reconcile Reger's picture of *hieropoioi* aggressively pursuing defaulting tenants and guarantors, confiscating their properties and taking them to court, with the picture outlined above. Nevertheless, when compared with the long lists of those who owed interest on loans or rent on the leases of the sacred houses, the number of tenants of the sacred estates and their guarantors who are recorded by the *hieropoioi* as debtors of the god is extremely small. Given the very extensive records that have survived, this difference is potentially significant and needs to be explained. If the higher success rate for rent collection for the sacred estates was not due to more aggressive enforcement by the *hieropoioi*, what was it due to?

Firstly, the enforcement regime prescribed for the recovery of rent on the sacred houses and interest on loans could have been milder than the one we find in the ἱερὰ συγγραφή. There is some evidence that this may have been the case: the tenants of the sacred estates and their guarantors who failed to pay the rent were obliged to pay a fine of a ἡμιόλιον on the amount owed, but there was no equivalent fine imposed upon the defaulting tenants of the sacred houses and guarantors, as Molinier and Hennig both point out[787]. This in itself would have made the tenants of the sacred estates less likely to default than the tenants of the sacred houses. If there were other respects in which the laws relating to the sacred houses and loans were milder than

[785] ID 369A LL40-41; Reger (1994:227).
[786] Ziebarth (1926:99) seems to assume that because the *hieropoioi* record a tenant or guarantor as owing money to the god they had sworn an oath as required by the ἱερὰ συγγραφή that they had not been able to recover the sums due. I do not think that this follows.
[787] Molinier (1914:67-68); Hennig (1983:452). Both scholars also correctly note that there is no direct evidence that the ἡμιόλιον applied to liability for the difference between the old rent and the new rent where a house had been re-let. However, Molinier is surely right in thinking that no ἡμιόλιον was chargeable in these circumstances (Hennig (1983:453); Molinier (1914:68)). We have already seen (p120) that the guarantor may not have been required to cover any shortfall in the rent.

those relating to the sacred estates, this could explain the greater number of defaulters among borrowers and the tenants of the sacred houses and their respective guarantors.

Secondly, the sums outstanding in rent on the sacred houses and interest on loans to individuals were very small when compared with the rents payable on the sacred estates. This can readily be seen from the table prepared by Bogaert showing the amount of unpaid interest in each year. In most years the total amount of unpaid interest is considerably less than the rent for just one of the larger sacred estates[788]. Similarly, the rents on the sacred houses were tiny when compared with the rents on the sacred estates. Given the much larger sums involved, it is possible that the *hieropoioi* (possibly with the stronger powers given to them by the ἱερὰ συγγραφή) would concentrate their efforts on chasing payment of the rent of the sacred estates in priority to rents on the sacred houses or interest on loans to individuals, particularly in the light of the fact that the *hieropoioi* could find themselves liable to pay one half of any rent on the sacred estates which they failed to recover[789].

Thirdly, given the importance of the income from the sacred estates to the god, and the fact that the *hieropoioi* were at risk for half the rent, it is possible that the *hieropoioi* made a particular effort to select as tenants of the sacred estates, and their guarantors, only those who would be able to pay. It has been seen from Appendices S and T that many of the tenants of the sacred estates and their guarantors came from the wealthiest members of the population. This may be a reflection of a conscious policy on the part of the *hieropoioi* in regard to the selection of the tenants and their guarantors.

Fourthly, there may also have been a policy not to pursue those who failed to pay on time too aggressively in order not to deter wealthy tenants and guarantors from putting themselves forward. If the selection policies of the *hieropoioi* were carefully followed so that the tenants and guarantors were of sufficient wealth, the *hieropoioi* could be reasonably confident that they would pay, even if that meant that the god had to wait for slightly longer for payment than he was strictly speaking required to. That delay might be a price worth paying if it meant that the largest possible pool of potential tenants and guarantors was maintained, which would in turn encourage competition and keep the rents high. Obviously a balance had to be struck; but it appears that the *hieropoioi* were quite successful in doing so. There is a parallel here, although admittedly not exact, with Athens and the observations of Gabrielsen that the more lenient approach to defaulting trierarchs could be seen as evidence of the Athenians seeking to secure

[788] Bogaert (1968:140).
[789] See p150.

their interests on the one hand (the recovery of outstanding debts) whilst exerting as little pressure as possible on defaulting and influential guarantors on the other[790].

Finally, it has been seen that the ἱερα συγγραφή imposed penalties on tenants, guarantors and *hieropoioi* if the rent on the sacred estates was not paid. It made clear that the god was carrying only minimal risk of non-payment and that if the rent was not paid this would be a problem to be resolved not only by the tenants and their guarantors but by the *hieropoioi* as well. It has also been seen that the Delian adult citizen community was relatively small[791] and that the tenants and guarantors often came from the wealthiest elements of Delian society[792]. There was a high probability that a wealthy tenant of one of the sacred estates, or a member of his family, would, if he had not already done so, at some time hold office as a *hieropoios* or stand as a guarantor. This is confirmed by Appendix D from which it will be seen that of the twenty-seven guarantors for whom we have further information for the period 314 to 250BC, they or their families produced thirteen *hieropoioi*. The ἱερα συγγραφή created a tension between the three groups: tenants, guarantors, and *hieropoioi*; and each group comprised individuals many of whom probably had been or would become members of each of the other groups over time. This created an environment in which understandings, compromises and arrangements rather than confiscations of property and court proceedings may have been encouraged. The importance of the sanctuary to the prosperity of the community was the unifying factor that made the system work with (as far as we can see from the evidence) relatively few problems.

All these factors in combination seem to me to be sufficient to account for the differences in the numbers of the recorded debtors for the sacred estates, sacred houses and loans to individuals. The consequences of this for our understanding of the role the guarantors on independent Delos are significant. It means that the role differed depending upon whether the subject matter of the guarantee was a sacred estate on the one hand, or a sacred house or loan on the other. In the case of sacred houses or loans, when someone agreed to stand as a guarantor, he could do so in the knowledge that his possessions, real and personal, would not in practice be at risk. If his guarantee was called upon and he could not pay, the worst he could expect would be for his name to be written up with the consequence that he suffered some kind of disadvantage the scope of which is very unclear but which seems to have been less severe than ἀτιμία at classical Athens. Sometimes, his name would not appear but he would be described anonymously as a "guarantor"; in such a case only those who were prepared to look back over previous records could identify him as a debtor to the god. This means that the sense in which on independent Delos the guarantor could be regarded as the god's enforcer in these transactions

[790] Gabrielsen (1994:169).
[791] pp19-20.
[792] pp49 and 92.

was very different from classical Athens. He did have that function but the long lists of debtors indicate that he was not always compelled to fulfil it. This did mean however that a man might have been more ready to stand as a guarantor for these transactions on Delos than he would have been had he been in Athens.

In the case of the sacred estates, however, the position of the guarantor appears to have been somewhat different. He would be expected to play his part in ensuring that the god was paid. This could involve him in compromises on occasions but if he played his cards right, he would avoid losing his property and possessions. The community seems by and large to have received the protection it was seeking, although the way in which this was achieved was very different from classical Athens.

Boiotia

Here the evidence relates only to leases of sacred and public land and building contracts. I will discuss each of these types of transaction in turn before going on to consider an issue peculiar to a federal jurisdiction such as Boiotia, namely the enforcement by a member state of a guarantee given by a citizen of another member state.

As has already been seen[793], the προρρήσεις of Thespiai provided that if the tenant failed to pay the rent, both he and his guarantors are to be recorded on a whitened board as owing the rent together with the *hemiolion*. The whitened board was mentioned again where the land was re-let at a lower rent and the tenant and his guarantor thereby became liable for the shortfall plus the *hemiolion*. Cat#C1 LL12-16 and Cat#C2 LL11-15 are good examples[794]. Similar provisions are to be found in the πρόρρησεις that required the prospective tenant to provide a guarantor τῶ ψεύδεος[795].

With reference to the whitened board and the penalty in IThesp 48, Partsch drew the clear parallel with the procedures described in *Ath. Pol.* 48.1 for the collection of sums due to the Athenian state. He commented that no court judgment was required[796]. This must be correct. It is interesting to note, however, that the Thespian officials are not expressly given any powers or duties by the πρόρρησεις for the actual collection of the sums due (including the ἡμιόλιον) beyond writing the names of the defaulters on a whitened board. Such an action could have triggered the implementation of a process of πρᾶξις by a specialist board, similar to the πράκτορες at Athens[797], but we have no direct evidence of this. The προρρήσεις may be

[793] p127.
[794] See also Cat#C3 LL 18-22; Cat#C4 LL1-4; Cat#C6 LL 20-24.
[795] Cat#C3 LL16-18; Cat#C6 LL17-19.
[796] Partsch (1909:403-404).
[797] See pp138-139.

contrasted with the enforcement procedures stipulated in the Delian ἱερὰ συγγραφή for the recovery of rent due under the leases of the sacred estates. These specifically set out the steps that the *hieropoioi* could take to recover the rent. Only if these were unsuccessful were the names of the debtors written up on whitened board[798].

The penalty of the *hemiolion* is also added to amounts payable by defaulting contractors under the Lebadeian building contracts[799]. The collection of sums due from contractors and guarantors under these contracts was the responsibility of the *naopoioi*[800]. One of the contracts states that the *naopoioi* ἅπαντα πράξ[ουσιν] ....τὸν ἐργώνην καὶ τοὺς ἐγγύους[801]. Adopting Rubinstein's observations mentioned earlier[802] regarding the use of the verb πράσσειν in these circumstances, these words should be interpreted as meaning that the *naopoioi* were required to take positive steps to recover the sums owed. However, nothing is said in the building contracts about the steps the *naopoioi* had to take in order to achieve this, in particular whether and if so in what circumstances the *naopoioi* were required to obtain a court judgment.

The absence of any mention of the powers of the *naopoioi* to recover sums owed to the *koinon* could be explained by the possibility that these matters were dealt with in general laws such as the ναοποϊκὸς νόμος referred to later on in the contract in a "sweep up" clause which states that this law would apply to anything that was not expressly dealt with in the contract[803]. Unfortunately, however,we have no direct evidence that this law prescribed the steps that the *naopoioi* could or were obliged to take to collect fines from contractors or their guarantors.

Partsch suggested[804] that the *naopoioi* could immediately enforce (i.e. without a court judgment) sums that were ascertainable on the basis of the contract ("die auf Grund des Vertrages bestimmbar"). Here he was referring to the ἐπίπεμπτον (which he considered to be a fine payable on a re-letting of the contract), to the increase in price resulting from re-letting the contract to a new contractor, and to fixed contractual penalties. He contrasted these with claims which accrued to the *koinon* on the ground of a contractual right to impose fines ("Forderungen, welche dem Staat auf Grund des vertraglichen Rechts der Behörden zur Auferlegung von Geldstrafen erwachsen"). Here he appears to have been referring to fines whose amount was not fixed by the contract but was at the discretion of the officials[805]. Partsch argued that the

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[798] See p149.
[799] Cat#C11 LL1-7 and Cat#C9 LL29-40, although the *hemiolion* is absent from other provisions in these contracts. For possible reasons for this see pp187-188.
[800] See pp130-133 for a review of what these sums were. They included fines which could be imposed by the *naopoioi* or the boiotarchs.
[801] Cat#C9 L4. There was probably similar wording in the contract in Cat#C12 LL40-43.
[802] pp153-154.
[803] Cat#C9 LL87-89; Roesch (1982:291-292). This law must have been a federal law – see p69 and Pitt (2014:376).
[804] Partsch (1909:411-412).
[805] See p132 for details of some of these.

naopoioi needed a court judgment in order to recover these types of fine. However, whilst the distinction between fixed fines and fines whose amount was decided by the *naopoioi* is clear, we have no evidence from Boiotia to suggest that different procedures for recovery would apply depending on whether the fine was a fixed fine or not. On the contrary, it is to be noted that in the calculation of the final payment to the contractor under the contract for the completion of the *stelai* at the temple of Zeus Basileus, any fines are simply to be deducted from the sums otherwise due (Cat#C9 LL57-62). There is no suggestion that the *naopoioi* had to go to court to obtain an order for payment of some types of fine before they could be deducted.

On the other hand, if, as I have argued earlier[806], the ἐπίπεμπτον was a court fee payable by the contractor when one of the *naopoioi* successfully prosecuted him to enforce payment of a fine, there must have been at least some circumstances in which if the contractor and his guarantors failed or refused to pay a fine, the officials had to bring them before a court. Here the procedure may have been similar to the one prescribed in the Athenian law of 337/336 BC relating to the walls and harbour moles[807]. This may have given a contractor or his guarantors an opportunity to dispute the fine and it may even have been open to them in some cases to challenge a fine by making an application to a court presided over, or consisting of, the *naopoioi*[808], although they may have had to pay the ἐπίπεμπτον to the *naopoioi* before they could proceed. However, if the court consisted of or was presided over by the *naopoioi*, the guarantor may have regarded his prospects of success as remote.

Under the Lebadeian building contract, if the *naopoioi* could not recover (by whatever procedures they were empowered to take) the sums due from the contractor and his guarantors, they were required to write the names of the contractor and his guarantors on whitened boards[809]. As in the case of the Thespian leases, however, we do not know what the legal effect of this was.

Although we do not know precisely what steps the officials (or any Boiotian citizen) could take against the guarantors of defaulting tenants at Thespiai or what steps the *naopoioi* could take against the guarantors of contractors who were alleged to owe a fine under federal building contracts, the likelihood is that the threat of such steps could have provided an incentive upon the guarantors to comply with their obligations under their guarantees and to ensure that their contractors performed. This incentive would have been reinforced by the fact that, like officials in Athens and on independent Delos, every Boiotian official had to render an account of his financial conduct to the κατοπταί at the end of his term of office. The Lebadeian building

[806] pp131-132.
[807] See p145.
[808] Rubinstein (forthcoming) provides examples of this type of procedure from other Greek cities.
[809] Cat#C9 LL2-5; Cat#C12 LL40-43.

contract[810] refers to a κατοπτικὸν νόμον, which probably required the *naopoioi* to render their accounts to the federal κατοπταί. There were also κατοπταί at the level of the city who had a similar function in regard to city officials[811]. Guarantors would therefore be aware that the officials would be unlikely to let them avoid their responsibilities.

An additional issue to be considered in relation to enforcement in Boiotia is how debts could be enforced by the community of one Boiotian city against a guarantor who was located in another Boiotian city. We know that there were procedures allowing a private individual who was a citizen of one city of the Confederation to register with federal officials defaults in the repayment of a loan which that individual had made to another city of the Confederation. This can be seen from the inscription documenting the repayment of a loan by the city of Orchomenos to Nikareta, a Thespian citizen, who was owed the sum of 18,333 *drachmai* by the city. The first step that Nikareta had taken in order to enforce repayment of the sums she had lent was to obtain notes of default (ὑπεραμεριαί) for the sums owed (Cat#C14 LL61-75). The ὑπεραμεριαί appear to have been documents formally establishing the indebtedness of the city of Orchomenos. They were obtained from the *thesmophylakes*, a federal board of officials[812]. Possession of these notes of default entitled Nikareta to enforce the debt against the city (Nikareta is described in a decree as πραττώσας τὸ δάνειον τὰν πόλιν κὰτ τὰς ὑπε[ρ]αμερία[ς] τὰς ἰώσας αὐτῇ - LL45-46).

It is possible that this process of registration, or a process like it, would also have been available where the debtor and creditor roles were reversed, i.e. where the debtor was a private person (for example Pisias son of Daikrateis of Thebes, guarantor of Mnasigeneis son of Theodoros tenant of land in Thespiai[813]) and the creditor a public authority (in our example, the city of Thespiai). We find this type of procedure at a local (i.e. non-federal) level, in a decree from Iasos dated to 142/141BC, which permitted the officials of the gymnasium in that city to seize money that was owed to the gymnasium provided that the officials had first registered ἀπογραφαί with the secretary of the Council with regard to the sums owed[814].

We also know from the Nikareta inscription that there was a law providing for the enforcement of a judgment against a citizen of one city of the Confederation by a citizen of another city of the Confederation. The inscription included a contract between Nikareta, the four polemarchs of Orchomenos and their ten guarantors providing for Nikareta to be paid the agreed sum on an agreed date (Cat#C14 LL78-122). The contract provided that if either the polemarchs or the

[810] Cat#C9 LL87-89.
[811] Roesch (1965:209); (1982:291); Fröhlich (2004:169-180).
[812] Migeotte (1984:62-63).
[813] IThesp 56 LL19-20.
[814] Cassayre (internet) No.38 LL7-18 with commentary.

guarantors did not pay, execution could be levied against them by Nikareta κατὰ τὸν νόμον (LL104-112).

The contract went on to say that "enforcement shall be against the borrowers themselves and against the guarantors and against one and more than one and against all and against their possessions" and that Nikareta could choose any of these methods (LL106-112). Roesch believed that these lines repeated what the law provided. The contract, he argued, may have been placed before the *thesmophylakes* or perhaps drafted by them in their judicial capacity, or may even have been the decision or verdict of the *thesmophylakes* as a federal judicial authority. In Roesch's view, the law referred to here was therefore a federal law[815]. Behrend, however, thought it unlikely that the contract repeated the wording of the law and he understood the words κατὰ τὸν νόμον as a reference to the method of enforcement, like the familiar phrase καθάπερ ἐκ δίκης. He argued that the cross-reference was to an Orchomenian law that could be applied by a Thespian by virtue of the federal link between Orchomenos and Thespiai[816]. Migeotte, who believed that the *thesmophylakes* had an administrative or clerical role rather than a judicial one, considered that the contract does not read like a verdict emanating from a superior authority and he too rejected Roesch's theory that LL106-112 set out the text of the law. He regarded the words as those of an enforcement clause in well-known form[817]. He offered no opinion on whether the law was a federal law or a law of the city of Orchomenos.

Migeotte is surely right in his view that the contract does not read like the verdict of a judicial authority; and it seems unlikely that the contract repeated the wording of the law. The clause gave the creditor the right to take direct action against the debtor without a court judgment. The law referred to could well have been a local law of Orchomenos: whilst we do not know many of the details of the legal rights that membership of the Boiotian *koinon* conferred upon citizens of its member states, we do know that it permitted a citizen of one member state to own land in the territory of another member state[818]. It is possible, therefore, that each citizen of a member state may also have had direct access to the courts and legal procedures of the other member states. If these arrangements applied in the Boiotian Confederation, Nikareta, as a citizen of Thespiai, may have had the right to enforce payment of a debt owed to her by citizens of Orchomenos in Orchomenos by invoking the local laws, of which the law referred to in the Nikareta inscription may have been one. Nevertheless, the possibility cannot be ruled out that the law was a federal law dealing with the settlement of disputes between citizens of member states. We find this type of law in the διάγραμμα of the Cretan *koinon* which appears in

[815] Roesch (1965:148-152); (1982:389-390).
[816] Behrend (1973:269-270).
[817] Migeotte (1984: 62-63 and 66).
[818] Roesch (1982:302-305).

inscriptions for a brief period from the end of the third century BC until the end of the first quarter of the second century[819].

The law in question must have set out the procedures to be followed where one person wished to enforce a court judgment against another person; these procedures may have empowered the creditor to seize the assets of the debtor in order to satisfy the judgment. We have no examples from Boiotia of any law, decree, or contract giving the community the right by reference to this law to collect debts from its contractors, tenants and their guarantors without a judgment. This does not mean that there were no such laws, decrees, or contracts; and the example of Nikareta's contract makes it distinctly possible that they existed.

Common underlying legal principles and practices – Enforcement of Guarantees

A review of the evidence from Athens, independent Delos and Boiotia suggests that there may have been a number of possible shared principles underlying the enforcement of guarantees.

Firstly, a person who owed a debt to the community could have his property seized without a court judgment having first been obtained against him. This would have reinforced the incentive placed upon guarantors by the immediacy and directness of the guarantor's obligations discussed in chapter 3 to ensure that the contractor performed, to act as the community's enforcer. There do, however, appear to have been exceptions to enforcement without judgment and these may have differed between the three jurisdictions. The treatment of trierarchs in classical Athens is one example. The case of fines under building contracts at Athens is another. We do not know of any specific exceptions on Delos but references to the courts in the accounts suggest that there may well have been some circumstances in which a court judgment was required. There may have been exceptions in Boiotia too but the evidence is very tenuous.

There may also have been differences between the different jurisdictions as to who was responsible for pursuing defaulting guarantors, how far and by what means. At Athens and on independent Delos it appears that the Council had a role to play in the collection of sums due from those who owed money to the community. We find no evidence of such a role in Boiotia (although this does not necessarily mean there was no such role). Further, whereas in Athens the Council had a pro-active function in the collection of debts, including the imprisonment of debtors, on independent Delos the Council seems to have had a more passive role.

[819] Chaniotis (1996:136-148), where he also cites evidence of conventions between members of that *koinon* giving citizens of one state direct access to the courts of the other state, i.e. an arrangement similar to the one I have postulated for the Boiotian *koinon* above.

Secondly, those who were indebted to the community were included in a public register of debtors. In Athens we know in reasonable detail what the legal effect of this was. On Delos and in Boiotia, however, we are frustratingly ignorant about what registration meant. Further, the stage at which such registration would occur seems to have differed between the different jurisdictions. On Delos, in regard to the sacred estates, we know that there were certain steps which the *hieropoioi* had to take to try to recover the amount owed before registering defaulting guarantors as debtors. In the case of leases at Athens and Thespiai on the other hand it seems that registration occurred more or less as soon as the amount due was not paid. At Lebadeia it is likely that the *naopoioi* had to take some steps to recover sums owed before registering a building contractor and his guarantors as debtors but we do not know what those steps were.

Thirdly, those who were indebted to the community were liable to pay in addition a penalty for non-payment. Again there are differences in detail. In Athens the debt was doubled, on Delos and in Thespiai it was only increased by a half, perhaps reflecting a greater difficulty in those two jurisdictions at the time of attracting guarantors (as well as contractors).

Fourthly, officials responsible for the administration of the transaction guaranteed were required to submit accounts at the end of their term of office for auditing by other officials. However, it seems that the scope of such audits may have differed as between the three jurisdictions. Only at Athens do we see evidence of the possibility that the matters to be investigated by the auditing officials could go beyond matters of dishonesty or corruption by officials to embrace for example claims for payment or the imposition of fines which were not justified by the facts of the case.

The evidence from Delos shows that the first two principles of law discussed above could be significantly watered down by a failure to implement them. Here we see that there was a general reluctance to deprive guarantors of their property and that the registration of guarantors as debtors could sometimes be somewhat half-hearted in that their names were sometimes not set out and could at best only be discovered by going back over past records of the award of the contracts which they guaranteed. The approach to enforcement seems to have been particularly relaxed in the case of the guarantors of the tenants of the sacred houses and of loans, whose unpaid debts could remain outstanding for years. In relation to the sacred estates, whilst there appears to have been a similar reluctance to confiscate property, the bad debts were remarkably few. I have offered some explanations for this phenomenon earlier in this chapter. One explanation is based upon a similarity between the treatment of the tenants and guarantors of the sacred estates and the treatment of trierarchs and their guarantors at Athens. In both cases the state/god had to tread a fine line between ensuring that it was not kept out of pocket on the one hand and discouraging participation of trierarchs/guarantors by over aggressive debt collection

policies on the other. Other explanations, however, are founded upon two apparent differences between enforcement at Athens and enforcement on Delos. The first is that on Delos the ἱερὰ συγγραφή imposed a fine on the officials if they failed to exact the rent from the tenants of the sacred estates or their guarantors. This provided a specific incentive designed to ensure that the god always received his rent. The second concerns the differences in the nature of society on independent Delos and classical Athens. Independent Delos was much smaller. The same individual could well be an official, a tenant and a guarantor at different points in his life. The success or survival of each of these tenants, guarantors and officials was closely intertwined with the success or survival of each of the others and above all with the success of the god and his sanctuary. Thus a very different approach to the practice of enforcement is found on independent Delos from that in classical Athens.

CHAPTER FIVE

How was the Guarantor's position protected?

In chapters three and four we saw that guarantors were in many cases exposed to potentially onerous liabilities which were dependent upon the actions or failures to act of other persons over whom they might have had no control. These liabilities could be immediately enforced against them by the community through procedures which were, in their initial stages at any rate, balanced against guarantors. Even on independent Delos, where the enforcement regime seems to have been somewhat milder than it was in classical Athens and perhaps in Boiotia, guarantors could find themselves in difficult situations through no fault of their own.

In this chapter I will examine ways in which the apparently heavy burden resting upon guarantors may have been alleviated. As indicated in the Introduction[820], and as we shall see in more detail in this chapter, the interests of the guarantor were sometimes aligned with those of the community against those of the contractor and sometimes aligned with those of the contractor against the community. Where the interests of the guarantor were aligned with those of the community, the community could, by acting in its own interest against a contractor regarding a transaction, indirectly reduce the potential exposure of the guarantor of that transaction under his guarantee. I will examine this in the first part of this chapter. Where, however, the interests of the guarantor were aligned with those of the contractor, the guarantor would benefit from the contractor acting in his own interests and the community could become involved in a delicate balancing act between looking to its own interests on the one hand and reaching agreement with the contractors and guarantors on the other. This particularly arose when it came to settling upon the terms of the contracts to be entered into. The position became even more complex where some of the terms of the contracts would favour the contractor but not the guarantor. I will discuss these issues in the second part of this chapter. In addition, there were steps which guarantors could and did take on their own behalf in order to protect their position; yet even here the guarantor might to an extent be dependent upon co-operation from the community. I will consider these in the third part of the chapter. Finally, in the fourth part of this chapter, I will examine what the guarantor could do in order to mitigate his losses if a call was actually made on his guarantee, whether he could recover the sums he had paid out from the contractor and how the community might assist him here too.

<u>Part One - Where the interests of the community and the guarantor were aligned.</u>

The community could assist guarantors in reducing their potential exposure by requiring more than one guarantor. We have seen that sometimes this meant that the guarantors would be

[820] p11.

jointly liable for the whole of the debt and sometimes that each guarantor would be liable for only a part of the debt[821]. But even where the guarantors were jointly liable for the whole of the debt they had guaranteed there was still an advantage to them in being in numbers: they could reach an agreement between themselves for the sharing of the debt; they could share any monitoring of the performance of the contractor that they considered should be done. From the community's point of view there were clear advantages in having more than one guarantor for larger debts. If the liability of the guarantors was joint, the community had more than one person it could pursue. There was also an incentive upon each of the guarantors to ensure that each of his fellow guarantors was doing what he could to ensure that the contractor did not fail[822]. If each guarantor was only liable for part of the debt, there could, as already noted[823], be disadvantages to the community where there were many guarantors, but provided that the number of guarantors was kept within reasonable limits spreading the overall liability between a number of guarantors could still work to the community's advantage. Interestingly, however, it was only at Athens that we see the community taking account of its own and the guarantors'interests by increasing the number of guarantors. Here, as we have already seen, in many but not all transactions, there seems to have been a correlation between the size of the transaction and the number of guarantors. On independent Delos and Thespiai, on the other hand, there seems, with the exception of some types of transaction on Delos, to have been no such correlation[824]. As suggested earlier[825], this may be an indication that there were fewer people on Delos, and at Thespiai, who were prepared to put themselves forward as guarantors.

The community could also help to limit the guarantors' exposure by requiring the contractor to provide not only guarantors but also a hypothecation of real property as security for performance of his obligations. However, as we have already seen[826], we find evidence of this only in the case of loans from Apollo on independent Delos. This should in theory have provided some comfort for guarantors, who would know that their guarantees were not the only security to which the god could have recourse if the borrower defaulted. However, as has been seen[827], the apparent reluctance of the *hieropoioi* to take the drastic step of seizing property belonging to a fellow Delian meant that the guarantors were the "first port of call" for the *hieropoioi* if the borrower failed to pay. The additional form of security may in practice have provided only limited comfort, although it is possible that if property had to be seized it would

[821] pp116-117, 122-126 and 129.
[822] We find this type of incentive generated by the collective sanctions imposed upon boards of officials – see Rubinstein (2011:342).
[823] pp105-106.
[824] See pp80-84, 98-100, 105-107.
[825] p109.
[826] pp56 and 71.
[827] p159.

be the borrower's before the guarantor's (but we have no evidence to confirm that this was the case).

Part Two – The terms of the contracts.

The terms of the contract between the contractor and the community could affect the potential exposure of the guarantor. This particularly applied to the terms of payment under building contracts. The guarantor's exposure could be limited if the terms of payment under the contract which he was guaranteeing provided for the contractor to be paid only after he had completed the work concerned, rather than in advance. If payment in arrears was adopted, the guarantor would not be responsible for the repayment of the advance if the contractor defaulted before completing the work, but only for the penalties resulting from delays or poor work to the extent that these amounts exceeded the amount not yet paid for the work. For example, a document from Epidauros dated to the middle of the third century BC[828] records that a certain Philon had entered into a contract for the construction (or repair) of a starting gate for the games in the stadium at Epidauros. The price was (at least) 200 Alexandrian *drachmai*. Philon defaulted. The *agonothetes* and the *hellanodikai* imposed a fine of 500 *drachmai*. In part payment of the fine, they withheld an amount of 200 *drachmai* which was due to him under the contract. The *Boula* confirmed that the fine was justly imposed. Because he did not pay the fine, Philon and his guarantor now owe not the fine of 500 *drachmai* but only the balance of 300 *drachmai* (plus a *hemiolion*)[829].

Other terms of building contracts could also be important. For example, if the community was responsible for the supply of certain materials for the work, then the contractor would not be responsible for any delays in completing the work which were caused by shortages of such materials and the potential exposure of the guarantor would be reduced.

We find a wide range of contractual terms from all three of our jurisdictions.

Athens

In the contract for the construction of a water channel at the sanctuary of Amphiaraos at Oropos (335-322 BC), the price was to be calculated in lengths of four feet at the rate of six *drachmai* per length[830]. The contractor was to be paid in advance and he was to complete the work within twenty days of receiving the advance payment. No doubt the advance payment would have been based upon an estimate of the length of the channel and there may have been a balancing

[828] IG IV^2 1 98 – see Burford (1969:211) for the date.
[829] See further Dareste, Haussoullier & Reinach (1891: I 494-498 No.XXa).
[830] Cat#A41 LL35-36: the figure is taken from the reading of the inscription by Hellmann (1999:No.16).

payment when work had been completed and the actual length constructed was known. But if the contractor defaulted before the work was completed he may well have spent the advance payment on labour and materials and would not be able to pay any fine that might be imposed. Thus, the fact that an advance payment had been made would increase (possibly significantly) the potential risk of the guarantor being called upon actually to make a payment. To be balanced against this, however, would be the provision in the specification that if there was insufficient stone available from the specified source for that material, the ἐπιμεληταὶ πρὸς τῶι ἔργωι would provide the shortfall[831], thereby reducing the possibility of the contractor incurring liability for failing to complete within the stipulated twenty day period because of shortage of materials.

A position more favourable to the guarantor can be seen in the contract for work on the temple of Apollo on Delos (Cat#A43). Here, the contractor was to be paid half (over 2000 *drachmai*) of the contract price in advance (LL21-22). When half the work was done the contractor would be paid another advance of one half of the remaining price (just over 1000 *drachmai* – LL22-23). The balance of the price was payable when the work was completed (L23). The work had to be completed in eight months from contract award (L17), which occurred in the month of Boedromion (August - L27). If the contractor failed to do so, there was a penalty of ten *drachmai* per day (L18). Any fine could be deducted by the *naopoioi* from sums owing to the contractor. Since the final payment of over 1000 *drachmai* was not payable until completion, there could be a delay of up to 100 days before the liability of the guarantors was actually engaged. The delay penalty should not, therefore have caused the guarantors too much concern, although the unpredictability of the Aegean weather should no doubt never be underestimated, particularly when considering that the contract was awarded in August and its successful completion depended to a significant extent upon the safe transport of masonry stone from Athens. To be offset against this (albeit perhaps only to a limited extent) would be the fact that the provision of metal connecting dowels and lead (which no doubt also had to be imported to Delos) was not the responsibility of the contractor (LL8-10). This may have given the guarantor some assurance.

Different again was the contract reflected in the Erechtheion accounts for 408/407 BC (Cat#A13). Here payments were made as the work went along[832]. Thus the risk that, if the contractor defaulted, his guarantor might actually have to make a payment would be reduced.

Independent Delos

[831] Cat#A41 LL31-33.
[832] See p81 note 369.

The building contract for paving work at the temple of Apollo (Cat#B31 – 297BC) provides further examples of the ways in which the terms of the contract the guarantor was guaranteeing could provide some protection to the guarantor. Thus although a fine could be imposed for delays in completing the work (L3), procedures that applied at the end of the job provided that when the work was complete, the contractor was to announce this to the ἐπιστάται and the architect. They then had ten days to carry out their approval process, but if they failed to declare their approval (or disapproval) within that period, the work would be deemed to be complete and the final payment would be payable to the contractor (LL19-21). This would have provided some comfort to the guarantor that completion would not be held up because of delays by officials in approving the work.

With regard to terms of payment, the contract provided that ten percent of the contract price was payable only when the work was complete and approved. As to the rest, half was payable as soon as the contractor had provided his guarantors, a quarter when the work was one third complete and a quarter when the work was two thirds complete[833]. These payments were weighted in favour of the contractor. For most of the job he was being paid in advance. Only towards the end would the value of work done exceed the amount he had been paid. This contract also provided that if the contractor failed to complete the work a fine was payable and the ἐπιστάται could award the work outstanding to another contractor[834]. This meant that if the contractor defaulted early on in the job and disappeared with the advance payments, the guarantor would have to pay the sanctuary the cost of getting another contractor to carry out work for which payment had already been made to the defaulting contractor. If however, the contractor defaulted only towards the end of the job, the guarantor might not have to pay the sanctuary anything, if the cost of getting another contractor was less than the ten percent of the contract price that had been withheld. If there were fines to pay, the contract specifically stated that the ten percent could be used to pay them[835]. This too would have favoured the guarantors.

The accounts of the *hieropoioi* for 279BC record the award of a building contract for the construction of ceiling coffers in the peristyle of the temple of Apollo. Under this contract the contractors were to be responsible for providing all labour, materials and equipment needed to do the work except for the wood, which the temple was to supply[836]. The fact that the contractors were not responsible for sourcing the wood for work on the island would have considerably reduced the risks inherent in this contract from the contractors' and guarantors' points of view.

[833] Cat#B31 LL12-16 as interpreted by Davis (1937:115) and Wittenburg (1986:1084).
[834] Cat#B31 LL3-4.
[835] Cat#B31 L15.
[836] Cat#B10 A LL44-47. We know from the contract contained in Cat#B33 that guarantors were provided –see p58.

Under this contract, the price was payable in three instalments. The first was for half the contract price and was probably payable in advance, the second was for half the contract price less ten percent of the total contract price and was payable when half the work had been completed, and the third was for one tenth of the contract price payable when the work had been completed in accordance with the contract[837]. Here the payments were balanced further in favour of the contractor, in that nine tenths of the contract price will have been paid when only half of the work was done. Under this contract, therefore, the potential exposure of the guarantors was greater.

In another contract, dated to the middle of the third century BC, half the contract price was to be paid upon the contractor providing his guarantor, one quarter upon the contractor showing that half of the work was complete and the remaining quarter when the work was finished[838]. Whilst the payments were predominantly in advance, and this placed the guarantor at risk, the payment scheme represents a slight variation on the schemes found in the contracts described above in that twenty five percent instead of only ten percent of the contract price was to be withheld until completion. This could have given the guarantor more confidence in putting himself forward. If the contractor failed to complete the work within thirty days, the *hieropoioi* were entitled to levy a penalty of two *drachmai* per day of delay[839]. In these circumstances, the *hieropoioi* would probably have had 25% of the contract price still to pay. We know that the contract price was 230 *drachmai*[840]. Thus there could be almost thirty days' delay (on an original contract period of thirty days) before the twenty five percent of the contract price in the hands of the *hieropoioi* had been exhausted and the guarantor might be called upon to pay anything towards the fine. This would be of some reassurance to the guarantor.

The way in which the right payment terms could be of significant benefit to the guarantors is illustrated by the accounts of the *hieropoioi* dated to c280BC. As has already been seen[841], these record that a guarantor, Antigonos son of Andromenes, was paid 133 *drachmai* for completing outstanding work originally undertaken by a contractor, Aristokles. It appears that Aristokles had defaulted before he completed the work and that there were sums payable under the contract that had not yet been paid. Antigonos decided to finish the work himself and be paid the final payment by the *hieropoioi*. We do not know how much work remained to be executed, but presumably Antigonos could get it done more cheaply than the *hieropoioi* could. He might even have made a profit!

[837] Cat#B10 A LL46-50.
[838] Cat#B35 LL20-29.
[839] Cat#B35 LL29-31.
[840] Cat#B35 LL22-23).
[841] p121.

Similarly, as has already been seen[842], the accounts of the *hieropoioi* for 279BC record that the guarantors of a building contract have completed the work in accordance with the contract and that payment of one tenth has been made to them. Presumably, this is the final ten percent instalment payment of the kind mentioned above. Had the ten percent not been retained, the guarantors would be completing the work at their own expense and without any payment from the god.

Finally, it can be noted that there are examples in the accounts of the *hieropoioi* making deductions for fines and then paying the balance to the contractor - ἀπέδομεν ..... ὑπερελόντες τὸ ἐπιτιμηθὲν δραχμὰς 12[843]. The guarantor was not involved because payment under the contract was, at this point, to be made in arrears.

Lebadeia

The contract terms for the provision, erection and engraving of *stelai* at the temple of Zeus Basileus at Lebadeia contained an interesting mixture of provisions (Cat#C9 LL47-62).

The first instalment was to be paid upon production of guarantors. This payment was to be the agreed amount for placing in position all the *stelai* with the coping stones on them. This was in effect a payment in advance and would therefore have involved a certain amount of exposure for the guarantors (depending upon the size of the payment) until that section of the work had been completed. However, ten per cent was to be withheld by the *naopoioi* from this payment, thus reducing the guarantors' potential exposure.

The second instalment appears to have been partly a payment in arrears and partly a payment in advance. It was to be made when the contractor demonstrated that he had completed all the *stelai*, fixed with molten lead in accordance with the contract and to the approval of the *naopoioi* and the architect. To the extent that this was not covered by the first payment, this is a payment in arrears. However, the payment also included an amount for the engraving work based upon the number of letters in the copy of the documents that had to be transcribed onto the *stelai* at the rate referred to earlier in the inscription (one *stater* three *oboloi* per thousand letters – LL10-12). Since the payment is calculated by reference to the documents to be transcribed rather than the letters actually engraved, this part of the payment was probably an advance instalment. This is confirmed by the reference to further payment for engraving work in the third and final payment. Without knowing how much of this second instalment was for work done and how much was in advance we cannot make an assessment of the guarantors'

[842] p121.
[843] Cat#B13 A L74.

potential exposure. Once again, however, such exposure was mitigated by the fact that ten per cent was to be withheld by the *naopoioi*.

The final instalment was to be paid when the whole of the work had been completed and approved. This payment consisted of the release of the ten per cent withheld from the previous payments together with payment for the footings actually laid by the contractor (this may have been a balancing payment to top up the advance payment made in the first instalment to take account of the actual number of footings laid) at the rate referred to earlier in the inscription (five *drachmai* per stone – LL8-10), and payment for letters engraved since the contractor received the second payment. From these payments are to be deducted any fines that the contractor has incurred. This is a payment in arrears and the guarantor therefore has the comfort of knowing that, at this stage, he will not have to make any payment to the *naopoioi* unless not only the ten per cent withheld from previous payments but also the value of the footings work and any additional engraving are, in total, insufficient to meet the contractor's liability for any fines.

So far as concerned payment, therefore, these contract terms appear to have been reasonably well balanced from the point of view of the guarantors' potential exposure if the contractor defaulted.

Other provisions of the contract would also have been important. For example, the contract provided (Cat#C9 LL65-67) that if any soft ground was discovered when clearing the area where the *stelai* were to be placed, the contractor would be paid the cost of any additional footings required. The guarantor thus had the comfort of knowing that the contractor's price did not have to cover this extra work, thus substantially reducing the likelihood of the contractor defaulting should this eventuality occur.

Against this would have to be weighed the circumstances in which fines might be imposed by the *naopoioi* for non-compliance with the contract terms. As we have seen[844], these are set out at length in the inscription. The broad range of circumstances in which the *naopoioi* and the boiotarchs could impose fines and the fact that in some cases the amount of the fine was left to their discretion made the contract potentially very onerous. If these wide powers were exercised this could expose the guarantors to potential calls upon their guarantees.

Further, anyone found guilty of bad workmanship was to be expelled from the site and not readmitted (LL19-22). This may also have been of particular concern to the guarantor: replacement workmen may not have been that easy to find. Finally, the *naopoioi* appear to have

[844] p132.

had the power to order suitable additions to the work without compensation or time allowance being given to the contractor (LL22-24). If the *naopoioi* exercised this right this would put pressure on the contractor's resources and increase the possibility of a default.

Finally, LL29-40 of the contract required the contractor to be responsible for any damage to the stones and to replace or repair these stones at his own expense. Similar provisions are included in the other Lebadeian contracts (Cat#C11 LL9-18 and Cat#C12 LL21-33). Although no fines are attached to these provisions, they could result in delays to the work and the contractor might find it hard to absorb the extra cost. These would be matters of concern to the guarantors.

On the other hand, it is to be noted that the contracts contained a provision that relieved the contractor from liability if there was a natural fault in the stone[845]; and a provision was included in the contract in Cat#C9 LL45-47 that if the *naopoioi* delayed the contractor in the process of the provision of the stones, they had to allow him more time to complete. These provisions protected not only the contractors but also their guarantors.

It can be seen from the review of the terms of the contracts set out above that, in all three jurisdictions, the potential for guarantors to be exposed to calls on their guarantees could be greatly reduced by payment terms which provided for part of the contract price to be paid in arrears or for a percentage of the price to be withheld from interim payments. Inclusion of provisions that relieved the contractor of responsibility for certain events or imposed responsibility for certain matters upon the community could also have given guarantors some comfort that the contractor would not be overstretched if events should occur over which they had no control[846].

The wide variations in the detailed terms of the contracts that have survived, particularly the payment terms, suggest that in many cases they may have been negotiated. The contractor would most likely prefer payments in advance and provisions which reduced his responsibilities. The community would probably want to see the work done before paying anything and to place as much responsibility as possible on the contractors.

We can perhaps see evidence that negotiations had taken place in the contract from Delos dated to the middle of the third century BC. This contained a provision about the time (calculated in months) that the contractor was allowed to complete the work calculated from the date when he

[845] Cat#C9 LL40-41; Cat#C11 LL18-20; Cat#C12 LL33-34.
[846] The potential importance of provisions limiting the contractor's responsibility can be seen in an arbitration award from Kerkyra dating to the end of the second centry BC in which the arbitrators found that a contractor was not liable to the city of Kerkyra for damage caused to a neighbouring building by water running off the building which the contractor had constructed; it seems that the contractor had built the building as per the plan provided to him; the cause of the water damage was an error in the plan (IG IX 1^2 4 794 and Thür (2002)).

received his first payment under the contract. However there is a gap in the text where the number of months should have been given[847]. Later in the contract, however, it is provided that if the contractor does not show that the work has been completed within the stipulated time of thirty days he is to pay a fine[848]. It appears that a period that was to be calculated in months is now calculated in days. This inconsistency in the text could merely be an engraver's error. However, it could also reflect the fact that the detailed terms of the contract would sometimes be the subject of negotiation, which might have gone on right up to the point when the parties committed themselves to the contract and its terms were recorded on the stone.

We can perhaps also see evidence of negotiations in the record of three contracts relating to the construction of a portico at Eleusis in 354/353BC (Cat#A25). The first was for the foundations, the total area of which, in plan, was 8 feet by 30 ft (see LL4-5) i.e. 240 square feet. The price was recorded as 1½ *drachmai* per square foot: 400 *drachmai* (L16). As Kirchner in *IG* II^2 pointed out, 240 square feet at 1½ *drachmai* per square foot gives a price of 360 *drachmai*, not 400 *drachmai*. To explain this, Kirchner suggested that the total price included a ten percent retention figure, to be retained by the temple until the work was completed to the satisfaction of the architect. But Kirchner does not explain why the contractor should receive an extra payment over and above the rate of 1½ *drachmai* per square foot. Perhaps it was negotiated: one can envisage the contractor asking for more but the temple resisting and a compromise being reached on the basis that the contractor would receive the extra payment but only after he had completed the work. This should also have been acceptable to the guarantors since the final payment was to be made in arrears.

Further evidence that the contracts may have been negotiated can be seen in the Lebadeian building contracts. In the terms set out in Cat#C9 LL1-5, and probably Cat#C12 LL40-43, the contractor and his guarantors were not required to pay the *hemiolion* on sums owed to the sanctuary. This may be contrasted with the stipulations of Cat#C11 LL1-7, and the provisions of Cat#C9 LL29-40, both of which provided for payment of the *hemiolion*[849]. It is hard to explain these inconsistencies[850]; unless they are to be regarded as an indication that there had

[847] Cat#B35 LL19-20.
[848] Cat#B35 LL29-31.
[849] In Cat#C11 LL17-18 and Cat#C12 L25 the texts have been restored by their editors to include the ἡμιόλιον and I therefore do not include them here.
[850] Thür (1984:498) assumed that in Cat#C9 LL1-5 the ἡμιόλιον was replaced by the ἐπίπεμπτον but this can only be justified if Thür's interpretation of ἐπίπεμπτον is correct, as to which see my comments on p130. In any event it would still be necessary to explain the absence of the ἡμιόλιον from Cat#C12 LL40-43, which Thür does not mention.

been a negotiation of the terms of the contract in which the *naopoioi* thought it appropriate to make a concession to the contractors and their guarantors in some cases[851].

The differences in the detailed terms between the various contracts must also have reflected differences in the balance of bargaining power in particular cases between the contractor and the community, but may also have reflected the influence of the guarantors. Where the interests of the guarantors were aligned with those of the contractor, the community would not wish to deter guarantors by proposing contract terms that exposed the guarantors to excessive risk. On the other hand, where the interests of the community and the guarantors were aligned, the community could have involved the guarantor to resist demands by contractors for advance payments.

We know that most of the guarantors in all three jurisdictions were citizens and, as citizens, they would have had access to political and legal procedures which could allow them to influence the letting of contracts of various different types by the community. If a guarantor was wealthy, he may have been a man of influence and could have been involved in negotiations. In the case of the Lebadeian building contracts, for example, we know that the guarantors were required to be ἀξιόχρεοι[852]. They may well have been men of sufficient influence in the Boiotian *koinon* or in the Boiotian cult of Zeus Basileus to enable them to take steps to protect their position as guarantors should they wish to offer themselves to perform that role. At the same time some contractors may have had particular skills which the community was anxious to use. This gave them bargaining power which could have been yet another reason for the differences in detail between the terms of many of the contracts.

Part Three - Steps which guarantors could take on their own behalf.

One way in which a guarantor could limit his potential exposure under his guarantee would be by ensuring that he had a close working relationship with the man whose performance he was guaranteeing. We have already seen[853] evidence of family relationships between guarantor and contractor. Such a relationship could provide the guarantor with an obvious opportunity to influence the contractor's conduct, although much would depend upon the actual relationship in question in each case. However, as discussed, this may have presented the community with a

[851] Pitt (2014:383) observes that in the Lebadeian building contracts legal obligations "are sometimes clumsily inserted" and that this "leaves the impression that contracts were made by selecting clauses from a great pile of paper documents." However, an alternative explanation for this impression was that the contracts were being negotiated leading to clauses being inserted in order to satisfy a particular negotiating point made by one party or the other.
[852] See p102.
[853] pp78, 95-97 and 103-105.

difficulty on occasions and in such cases the guarantor would have been dependent upon the community agreeing to accept as guarantor someone from the contractor's close family[854].

Other types of relationship may have been important. Walbank has suggested[855] that the record of property sold at Athens c350-325BC (Cat#A19) reveals that the guarantors may have been neighbours of the purchasers, though often not close neighbours[856]. Whether this meant that the guarantor would have any influence over the contractor would depend very much on the type of transaction and sums involved. Regrettably, we do not know exactly what was being sold in this inscription or even the prices.

In other cases, there may have been an important commercial relationship between guarantor and contractor which may have given the former influence over the latter. For example, in the case of leases, where a guarantor, A, stood as guarantor of a tenant, B, of one property and that tenant, B, agreed to stand as guarantor of A as tenant of another property, a relationship of mutual financial dependency could be created such that a default by A as tenant could affect the ability of B as tenant to pay his rent which could in turn result in A being called upon under his guarantee of B; and *vice versa*. Such an arrangement could have created the kind of close working relationship which gave the guarantors influence over the tenants. At the same time, however, it could have been to the disadvantage of the community that the fortunes of guarantors and tenants should be so closely interwoven and the guarantors may therefore have been dependant upon the community agreeing to these arrangements. This may explain why, from our three jurisdictions, we only have examples of this from Thespiai, although this may be no more than the result of the accidents of survival of our evidence. Two of these examples were mentioned earlier[857]: Klearetos son of Medon stood as guarantor for Eukrateis son of Damokrateis in respect of the latter's tenancy of a property belonging to Hermes, and Eukrateis stood in turn as guarantor for Klearetos in respect of Klearetos' tenancy of another property belonging to Hermes; likewise, Aristokritos son of Aristokritos stood as guarantor for Saon son of Hiaron in respect of four tenancies and Saon stood as guarantor for Aristokritos in respect of one tenancy.

A more complex web of relationships between tenants and guarantors, also mentioned earlier[858], is found in the records of the leases of two properties at Athens from c330-320 BC (Cat#A33 LL27-37). It will be recalled that a second property was leased to the brother of the guarantor of the lease of the first property and guaranteed by the tenant, or the brother of the tenant, of the

[854] See pp78-79, 96-98 and 103.
[855] Walbank (1995:69ff).
[856] For example, Philippos of Halai guaranteed the purchase by Aristomachos, also of Halai (col. II LL9-10).
[857] pp104-105.
[858] pp79-80.

lease of the first property. A default by the tenant of the first property under his lease would expose the guarantor of the first property to liability that could impact upon that guarantor's brother, who was the tenant of the second property. If he then defaulted under his lease, that would lead to exposure of the guarantor of the second property, who was the first tenant or the first tenant's brother, to liability. These arrangements created a relationship between tenants and guarantors and their respective families rather like a partnership that placed the guarantors in a position of influence over the tenants. However, as already pointed out, if that influence was not exercised or was ineffective, the consequences could be serious for all, including the community. The officials would therefore have to think twice before accepting guarantors who were operating under these types of arrangements.

A guarantor could also limit his exposure by being careful whose obligations he agreed to guarantee. One could expect a man of substance to be more likely to perform and therefore less likely to cause a call to be made upon the guarantee. We have already seen that, at least in Athens and on independent Delos, numerous contractors were themselves wealthy individuals[859]. Here, the interests of the guarantor and the community were aligned and the community could make the position of the guarantors more secure by selecting individuals whom it knew to be wealthy as contractors. In many cases, however, the community may have relied upon the guarantor to carry out the necessary due diligence on the contractor. This is indicated for example by the provisions of the building contracts from all three jurisdictions which stated that the contractor would receive payment only when he had provided guarantors (Cat#A43 LL21-22; Cat#B35 LL20-23; Cat#C9 LL47-48). It is also implicit in the provisions of the Thespian προρρήσεις which provided that if the tenant failed to produce guarantors the land would be re-let, a position which also seems to have applied to the leases of the sacred estates and the sacred houses on independent Delos[860]. In each case, if the contractor could not produce guarantors, the transaction would not go ahead. Further, on independent Delos, the fact that the tenants of the sacred estates and houses were required to renew their guarantors every year[861] indicates that the sanctuary relied upon the guarantors to monitor the creditworthiness of tenants.

But even wealthy contractors sometimes defaulted, as is illustrated at Athens by the record in the accounts of the supervisors of the dockyard for 334/333BC that Philomelos son of Menekles of Cholargos was summoned into court and ordered to pay double when the trierarch, Eupolis son of Pronapes of Aixone, failed to pay a debt that Philomelos had guaranteed[862]. From

[859] pp34, 42-43, 46-48, 53-54 and 56.
[860] See p64 (Thespiai) and pp50 and 54 (independent Delos).
[861] See pp50 and 54-55.
[862] Cat#A20 LL65-71.

independent Delos too, there is evidence that even wealthy individuals sometimes defaulted with the result that calls were made upon their guarantors[863]. In the end the risk of insolvency of the contractor lay with the guarantor.

On independent Delos, the requirement for the tenants of the sacred estates and houses to renew their guarantors every year was primarily designed to protect the interests of the god. As mentioned earlier[864], it provided the *hieropoioi* with a means of checking the tenant's continuing ability to perform his obligations under the lease. However, the requirement to renew could also assist the guarantor. He could limit his exposure by refusing to renew his guarantee. If he did, and the tenant was unable to find a replacement guarantor, the property would be re-let to a new tenant. If this happened, the guarantor could still find himself exposed if the new rent was less than the original rent and the original tenant was unable or unwilling to pay the shortfall[865]. However, it could be preferable from the guarantor's point of view to withdraw, particularly if he was confident that the estate could be re-let at the same rent[866], and if the tenant was able to find new guarantors, the original guarantor would of course have no liability. The advantages of withdrawing are illustrated by the case of Protoleos, one of the guarantors of Apemantos son of Leophon, tenant of one of the houses of Episthenes. Proteleos paid his share of the rent he had guaranteed in 279BC. In the following year we find that he is no longer Apemantos' guarantor. This appears to have been a wise decision on his part, because in that year the new guarantor appears to have had to pay on behalf of Apemantos[867]. Protoleos' decision can be compared with that of Teisikles son of Lyses. As guarantor of Tolmides of Paros, tenant of another of the houses of Episthenes, Teisikles, with his co-guarantor, paid the rent for Tolmides in 279BC. We find that he was still guarantor in the following year and he appears to have had to pay the rent again. By 274BC, however, Teisikles had ceased to be Tolmides' guarantor. On this occasion another guarantor paid the rent[868].

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[863] The example of Timesidemos son of Antikrates tenant of Charoneia has already been noted (p48); other records show that: Teleson son of Xenon, tenant of Chareteia defaulted in 257BC, although his father had been a guarantor of a loan to the city of over 24,000 *drachmai* (Cat#B16 LL30-31; IG XI,2 158B LL23-24); Aristeas son of Hermodotos, operator of the ferry to Mykonos, owed 15 *drachmai* to the god in 274BC notwithstanding that his father was wealthy enough to pay interest on a loan of 1200 *drachmai* in 282 and 279BC (Cat#B13 B L97; IG XI,2 158A L30; 161A L34); Demenous son of Nikon, operator of the ferry to Mykonos or Rheneia, owed an unknown amount to the god in 262BC notwithstanding that he had been a guarantor of a loan to the city of 3000 *drachmai* in 269BC (Cat#B15 LL50-52; IG XI,2 203A LL76-77); Lyses, collector of dues payable on discharge of cargoes, paid only 81 *drachmai* out of the 181 due in 250BC (his guarantors paid the balance) notwithstanding that he would later go on to become a *hieropoios* himself and treasurer of the city in 232 and 231BC (IG XI,2 287A L41; ID 316 L5).

[864] pp55 and 71.

[865] If the view of Durrbach (1911:27) is correct (but see discussion on (p120)) that, prior to the ἱερὰ συγγραφή coming into effect, the guarantor was not liable for the shortfall between the old rent and the new rent, then this would at that time have provided an additional reason for the guarantor deciding not to renew his guarantee.

[866] For example in 250BC: the estates of Rhamnoi, Skitoneia and one half of Charoneia were all re-let at the same rent after their existing tenants failed to renew their guarantors (Cat#B17 A LL136-139).

[867] Cat#B10 A LL22-23; Cat#B11 LL17-18.

[868] Cat#B10 A L24; IG XI,2 162A L20; 199B L95 (with Reger (1994:343-344)).

The absence of evidence for the practice of renewing guarantors from classical Athens and the *koinon* of Boiotia of the third century BC does not necessarily mean that it did not exist in those jurisdictions too. However, if it did not, the role of the guarantor of leases in those two jurisdictions could be considerably more onerous than it was on independent Delos.

The guarantor could also limit his exposure by limiting the number of transactions for which he stood as guarantor for the same contractor. From Athens, we have an example of a guarantor who failed to do this to his cost: Meixidemos had stood as guarantor for three men under five transactions. They all defaulted and Meixidemos was unable to pay. His property was confiscated and sold in satisfaction of the debt (Cat#A30 LL463-498)[869].

The evidence of Meixidemos' transactions may be contrasted with that found on the record of the grant of leases on Salamis of the mid fourth century BC (Cat#A18). Here, one of the tenants, Naumachos of Perithoidai, held two leases with a combined rent of 50 *drachmai*, but with a different guarantor for each lease, Nausigenes son of Nausikles of Anagyrous (LL5-7) and Smikythion son of Isonomos (LL8-9). It is possible that his first guarantor decided not to put himself forward for a second time, thereby prudently limiting his exposure to one person.

Similarly, the record of property sold at Athens c350-325BC (Cat#A19) shows that, as Walbank noted[870], where the same purchaser buys more than one property he has a different guarantor for each purchase: Aristomachos of Halai purchased two properties (col. II LL9-12); Xenokles of Sphettos purchased three properties (col. II LL20-25)[871]; his brother, Androkles of Sphettos, also purchased three properties (col. II LL26-31); finally, a purchaser whose name ended in "machos" and whose deme was Oe purchased two properties (col. II LL32-35).

The bulk records of leases of sacred lands show that Aristodemos son of Aristokles of Oinoë leased two properties in about 330BC at annual rents of 122 and 180 *drachmai*. In each case, Aristodemos provided a different guarantor[872].

It is possible that the community had some part to play here by refusing to accept the same person as guarantor of more than one transaction involving the same individual. In doing so, the community would have been acting in its own interest and thereby indirectly protecting guarantors from over-exposure. However, there is not enough evidence for us to conclude that there was a rule that a tenant/purchaser of more than one property had to provide different guarantors.

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[869] See p139.
[870] Walbank (1995:71).
[871] Here I follow Lambert (2001:57-58 note 29).
[872] *Ath.Ag.*19 L9 LL38-43 and 44-48. Shipton (2000:82).

On independent Delos, the picture is more mixed. The accounts for 250BC show that Mnesimachos son of Autokrates had different guarantors for his tenancy of Chareteia and for his loan of 1000 *drachmai*. This was prudent from his guarantors' perspective; it appears that in 250BC Mnesimachos had run into financial difficulties. His guarantors for Chareteia refused to renew and his guarantor for the loan had to pay the balance of the interest that he owed that year[873]. Similarly, Pythokles son of Pherekleides, a man of a wealthy family according to the criteria I have adopted in chapter 1, was tenant of two of the sacred estates in 250BC, Nikou Choros and Porthmos, but he provided different guarantors for each estate[874]. On the other hand, in 250BC Autokles son of Teleson provided the same guarantors for his tenancy of Limnai as for two loans totalling 600 *drachmai*[875]. Further, Autokles was probably related to both his guarantors[876]. On the face of it, this was not a very satisfactory position for the *hieropoioi* to accept, and it could have been somewhat risky from the point of view of the guarantors too.

In contrast to both Athens and Delos, at Thespiai we find fifteen instances where a guarantor stood as guarantor for the same tenant in respect of the leases of two properties[877], one instance where the guarantor guaranteed the leases of four properties for the same tenant[878] and one where the guarantor guaranteed five[879].

It is hard to explain the different practices in regard to "repeat" guarantors between Athens, Delos and Thespiai. It is possible that the differences are simply the result of the accidents of survival of the evidence. However, it could also be argued that the apparent greater willingness on independent Delos and at Thespiai to accept "repeat" guarantors may be an indication that there was a much smaller "pool" of potential guarantors available in those two city states than there was at classical Athens.

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[873] Cat#B17 LL140-141; IG XI,2 287A L180 and L191.
[874] IG XI,2 287A LL156; 174-175.
[875] Cat#B17 L126-129; IG XI,2 287A L158.
[876] Vial (1985:302-304: stemma XXVIII).
[877] Nikeias guarantor for Theirarchos son of Kanas (IThesp 50 LL8 and 10), Eudamos also guarantor for Theirarchos son of Kanas (IThesp 50 LL9 and 11), Sokleis son of Onasimidas guarantor for Kaphisodoros son of Onasichos (IThesp 54 LL13-14 and 48-49), Ariston son of Philokleis guarantor for Kalion son of Nikandros (IThesp 54L17 and 55 L9), Eupinon son of Philomeilos guarantor for Nonnos son of Alexion (IThesp 54 LL43-44 and 44-45), Philippos son of Areiiphilos guarantor for Menon son of Menon (IThesp 54 L45 and 45-46), Heirodotos son of Wadosios guarantor for Philon son of Philon (IThesp 56 LL17-19), Pisias son of Daikrateis of Thebes guarantor for Mnasigeneis son of Theodoros (IThesp 56 LL19-20 and 23-24), Poleas son of Archias and Saosias son of Sosipolis guarantors for Zopoura daughter of Dionysios (IThesp 56 LL20-23 and 24-27), Deuxias son of Pouthion guarantor for Theotimos son of Theotimos (IThesp 56 LL27-29), Alexidamos son of Alexidamos guarantor for Simylos son of Neon (IThesp 56 LL30-31 and 33-34), Aristogiton son of Polyklidas of Thisbe and Hiaron son of Dion guarantors for Thynias son of Pouthodotos and Rhodios son of Pouthodotos (IThesp 56 LL 31-33 and 34-37), Ptoion son of Pasimachos guarantor for Philon son of Philon (IThesp 56 LL38-39 and 41-42), Phereis son of Hyperbolos and Archias son of Menestrotos guarantors for Dinophila daughter of Hismeinodoros (IThesp 56 LL39-41 and 42-43), Rhodon son of Agestrotos guarantor for Phrounicha daughter of Dorkon (IThesp 56 LL43-45 and 47-48).
[878] Aristokritos son of Aristokritos guarantor for Saon son of Hiaron (IThesp 54 LL53-56).
[879] Echekleis son of Molorkos guarantor for Damoitas son of Nikomeideis (IThesp 57 LL1-8 and 10-11).

Part Four - What could the guarantor do if a call was made on his guarantee?

There were various steps a guarantor could take to mitigate his loss if the community made a demand upon him under his guarantee.

In the case of building contracts, the guarantor could attempt to minimise the amount he had to pay out under his guarantee if the contractor defaulted by taking over the contract and performing the work himself. We have already noted examples from classical Athens and independent Delos of a guarantor actually doing building work (or procuring that it be done by others) following default by the contractors and I have suggested[880] that this may indeed have been expected of him. It may have been cheaper for him to do the work than for the community to organise others to do it and then recover the cost from the guarantor. Where a payment became due from the community following completion of the work by the guarantor, this would further reduce the guarantor's costs.

A similar idea may have been behind a provision in the ἱερὰ συγγραφὴ which appears to have provided that where the tenant of one of the sacred estates died, his guarantors could in certain circumstances take over the lease. These lines of the ἱερὰ συγγραφὴ are very fragmentary, but it appears that this option was open to the guarantors where the tenant's heirs were still children at the date of the tenant's death. If the guarantors chose to take up the option, they did so as trustees for the heirs. The approval of the *hieropoioi* to the guarantors continuing with the lease may have been required[881]. The guarantors would of course incur a cost in continuing with the lease, but they may have been able to recoup that cost from the revenue generated by the operation of the sacred estate.

It also appears from these lines that where the tenant's heirs were of full age at the date of the tenant's death, they too had the option of continuing with the lease, but if they decided not to take up the option the land would be re-let and the heirs would be liable for any shortfall between the new rent and the old. It seems reasonable to assume, therefore, that where (i) the heirs were still children at the date of the tenant's death, (ii) the guarantors decided not to take up the option to take over the lease as trustees for the heirs and (iii) the land was re-let at a lower rent, the guarantors would be liable for the shortfall[882]. If this assumption is correct, it is likely that, if the land could not be re-let at the same or a higher rent, the guarantors would prefer the option of continuing with the lease until the heirs came of age. The ἱερὰ συγγραφὴ gave the guarantors the opportunity of avoiding a call on their guarantees by performing the lease contract themselves as trustees of the heirs.

[880] pp115-116, 121-122 and 183-184.
[881] Cat#B32 LL12-15; Partsch (1909:248); Ziebarth (1926:90); Kent (1948:276).
[882] Ziebarth (1926:91).

In other cases where a call was actually made upon his guarantee, however, the guarantor was left with the possibility of recovering the amount he had paid out from the defaulting contractor.

There is no evidence from Boiotia to indicate that the guarantor who had paid out had a right to claim that sum in turn from the contractor. At Athens, however, there does appear to have been such a right. In Demosthenes 33, the speaker says that he had stood as guarantor for Apatourios in respect of a loan of 30 minae made to Apatourios by a banker, Herakleides (33.7). The speaker also claims that he agreed to act as intermediary in respect of a loan of 10 minae agreed to be made by Parmenon to Apatourios (33.8) and that he took security, which MacDowell has in my view correctly interpreted as being in the form of a *prasis epi lysei*[883], over Apatourios' ship and slaves in respect of both Parmenon's loan of 10 minae and the loan of 30 minae which the speaker had guaranteed:

ὠνὴν ποιοῦμαι τῆς νεὼς καὶ τῶν παίδων, ἕως ἀποδοίη τάς τε δέκα μνᾶς, ἃς δι᾽ ἐμοῦ ἔλαβε, καὶ τὰς τριάκοντα, ὧν κατέστησεν ἐμὲ ἐγγυητὴν τῷ τραπεζίτῃ.

Beauchet rightly in my opinion described the taking of security by the speaker in his capacity as guarantor as one of the precautions that a guarantor could take against the insolvency of the contractor and which could take various forms according to the case[884]. Partsch regarded this as an example of an agreement by the contractor (Apatourios) to place at the disposal of the guarantor (the speaker) the means to make a payment arising from the ἐγγύη[885]. Partsch had argued that the contractor was under a legal duty to protect his guarantor from liability and that if he failed in that duty the guarantor would have a claim against him for the amount which the guarantor had had to pay out under his guarantee[886]. Further, the guarantor had the right to take security over the property of the contractor in advance of any call being made upon his guarantee in order to assure himself of the necessary means of fulfilling his guarantee[887]. Partsch's arguments are compelling and certainly they help to explain why in Demosthenes 33 Apatourios agreed to grant the speaker security, even though the loan of 30 minae had already been made (33.7 ἤδη δὲ τῶν τριάκοντα μνῶν πεπορισμένων).

We find further evidence of the guarantor's rights against the contractor in the *horos* stones from Attica. One of these (Cat#A38) records a *prasis epi lysei* for the sum of 3000 *drachmai* ʿ Αγνοδήμ[ω]ι καὶ συνεγγυητα῀ις. Harris has probably correctly argued that here "an unnamed individual has pledged his land and house as security to Hagnodemos and others

[883] MacDowell (2004:100).
[884] Beauchet (1897:IV.485).
[885] Partsch (1909:285).
[886] Partsch (1909:278-280).
[887] Partsch (1909:281-282).

who are acting as his sureties for another transaction"[888]. In other words, Hagnodemos and his fellow guarantors have agreed to stand as guarantors for the contractor on condition that the contractor provides security for the eventuality that he defaults on his obligations and Hagnodemos and his fellow guarantors have to pay the contractor's creditor. The contractor's name is not known. Nor were his obligations necessarily owed to the community. The security is provided by way of a *prasis epi lysei* of the contractor's land, which would remain in place until the contractor had performed whatever obligations the guarantors had guaranteed[889].

A similar interpretation can be applied to another *horos* stone from Attica that mentions guarantors (Cat#A39). This concerns an *eranos* loan. The translation of Tuite, as adjusted by Harris, would be as follows: "*Horos* of a house sold (i.e. pledged as security) to De[xithe]us of Melite in regard to the pledge of personal security which he (De[xithe]us) gave to Dion (?) (for repayment) for the five-hundred drachma *eranos* loan. The person who collected the loan was Demo. Until it expires…"[890] This translation is said to be based upon the parallel which Harris rightly saw between the language of this stone ([ἐγγύ]ης ἧς ἐνεγύη[σατο Δι?]ῶνα τοῦ ἐράν[ου]) and that which appears in the *poletai* records for 342/341BC, which record the confiscation and sale of property of Meixidemos of Myrrhinous following his failure to pay to the state sums he owed as a guarantor (Cat#A30 LL463-498), for example:

Μειξιδήμου Μυρ ὀφείλοντος τῶι δημοσίωι τῶι ᾽Αθηναίων ἐγγύην ἣν ἐνεγυήσατ ο Φιλιστίδην Φιλιστίδου Αἰξ (LL468-470)[891]

Strictly speaking, however, Harris and Tuite's translation does not accurately follow the parallel. De[xithe]us' "pledge of personal security" (i.e. his guarantee) would not have been given to Dion(?), who was the borrower, but on behalf of Dion to the lenders, Demo and her fellow *eranistai*.

Harris argued that the reason why the debtor has pledged his property to a guarantor rather than to the person who collected the *eranos* loan and the others who contributed to it[892] was that Demo, as a woman, was unable to initiate legal proceedings. "This meant that if the borrower defaulted on his payments, she could not proceed against him in court or seize his property. For

[888] Harris and Tuite (2000:103).
[889] Finley (1952:93) appeared to interpret the stone on the basis that the debtor was a guarantor who has granted security for his guarantee to the creditor, Hagnodemos, and to the guarantor's co-guarantors. This is an extremely complex arrangement and for that reason the interpretation of Harris is to be preferred. An alternative interpretation is that Hagnodemos is the creditor and the contractor has granted him and the contractor's guarantors security over his land. In the event of the contractor defaulting, Hagnodemos then has a choice: he can either enforce his security by evicting the contractor from the land or he can obtain payment from the guarantors leaving them to recover their losses from the contractor by taking possession of the contractor's land. This, however, fails to give meaning to the συν in συνενγυηταῖς.
[890] Harris and Tuite (2000:102).
[891] In Harris and Tuite (2000:104) Harris argues that the accusative ἣν in the *poletai* records has become the genitive ἧς in the *horos* stone "by attraction to the antecedent [ἐγγ]ύης in the genitive".
[892] As was the case in *horos* No.40 in Finley (1952).

this reason (De[xithe]us) intervened and pledged to repay the loan in case the borrower defaulted. In exchange for this pledge, (De[xithe]us) obtained from the borrower the right to claim his property in the event that the latter could not repay". However, whatever the reasons may have been for structuring the transaction in this way, it is clear that De[xithe]us is acting as a guarantor and, like the speaker in Demosthenes 33, he is therefore taking security over the debtor's land as a means of protecting his interests in case the debtor defaults.

In addition to having the right to recover sums paid out from the contractor, it seems that a guarantor who paid a contractor's debt could stand in the shoes of the contractor vis-à-vis those who were indebted to the contractor so that he could use the sums recovered from the contractor's debtors to reimburse himself for the sums which he had paid out under his guarantee. In Demosthenes 33, the speaker says that after the loan had been made to Apatourios, Herakleides the banker went bankrupt. The speaker then records that he discussed the position with Herakleides' guarantors and agreed to assign the security that he had taken over Apatourios' ship to them (Dem.33.10). These guarantors were the guarantors of Herakleides' debts and it seems that they may have been looking for ways of recovering sums which they had paid out on behalf of Herakleides. They would inevitably look to the loan that Herakleides had made to Apatourios, and to the guarantor of that loan, the speaker in Demosthenes 33.

We can see another possible example of this in the Erechtheion accounts for 408/407 BC (Cat#A13) which, it will be recalled, recorded the names of both a contractor and his guarantor in connection with a payment for work done. I have argued earlier[893] that the reason why we find a reference to the guarantor here may have been that the guarantor was coming to the aid of the contractor by carrying out work himself. We can now go further and argue that he may have been entitled to payment not only because he had done the work but also because, having fulfilled his guarantee, he was entitled to access to the contractor's right to payment.

As in classical Athens, so on independent Delos, the guarantor appears to have had a right to recover from the defaulting contractor the sums he had been compelled to pay out on his behalf. This can be seen from the ἱερὰ συγγραφὴ, which, as we have seen[894], provided a specific procedure to enable a guarantor who had paid the rent for a tenant of a sacred estate to recover it from the defaulting tenant. It required the Council to inscribe the tenant as owing to his guarantor one and a half times the amount that the *hieropoioi* had collected from the guarantor, or that the guarantor had paid on behalf of the tenant, in the same manner as the Council

[893] pp115-116.
[894] p157.

inscribes debtors (καθάπερ τοὺς ὠφληκότας); and the tenants were to be classified as debtors who are overdue with their payments (καὶ εἶναι τοὺς ἐγγραφέντας ὑπε[ρ]ημέρους κατὰ τὸν νόμον). If the Council does not so record it, it is to pay the guarantor double the money he paid[895].

Unfortunately, no records of such inscriptions have survived. Partsch argued that the effect of the provision was to transfer to the guarantor the right of the state to enforce payment of the debt[896]. This is based upon the words καθάπερ τοὺς ὠφληκότας – in the same way as those who are public debtors. However, it seems more likely that, as Vial argued, the role of the Council was to establish officially the obligations of the debtors towards their guarantors who had been required to pay a sum to the god. The Council's function was to provide in an official and legal manner written proof that an individual owed a sum of money to another individual. This was valid proof that would allow the guarantor to undertake private legal proceedings to recover the money[897]. Here, then, we see the community giving assistance to guarantors by way of specific legislation adding a ἡμιολίον to the debt and enabling them to recover from the defaulting contractors. This should have provided some encouragement to guarantors to put themselves forward. Vial believed that the Council would have performed the same role in relation to the guarantors of other types of debtors, including tenants of the sacred houses and borrowers of sacred monies. We have no direct proof of this.

Finally, the idea which we have already seen at Athens that a guarantor who paid could stand in the shoes of the contractor vis-à-vis the contractor's debtors may also have been recognised on independent Delos. We can see this in the records of payments made to guarantors of building contracts who had completed the work in accordance with the contract[898]. One record in particular, from 279BC, states that payment of one tenth has been made to them "on behalf of the contractor"[899]. By completing the work himself, the guarantor had effectively "paid" what was required of him under his guarantee. He therefore stood in the shoes of the contractor and could recover payment of what was due to the contractor from the god (in this case the remaining one tenth of the contract price).

<u>Common underlying legal principles and practices - How was the Guarantor's position protected?</u>

[895] Cat#B32 LL42-46: my paraphrase above is based on the translation by Kent (1948:281).
[896] Partsch (1909:272).
[897] Vial (1985:111).
[898] See pp115-116, 121-122 and 183-184.
[899] Cat#B10 A LL80-81.

So far as concerns the actions open to a guarantor discussed in Part Four above, there were in my view three underlying principles at work.

Firstly, a guarantor was entitled to take security over the property of the contractor in order to protect himself against the risk that the guarantor might be required to pay out under this guarantee. Secondly, a guarantor who had paid out under his guarantee was entitled to recover the amount he had paid from the contractor. Thirdly, a guarantor who had paid was entitled to stand into the shoes of the contractor vis-à-vis the contractor's own debtors and to use any money recovered from those debtors towards the satisfaction of the amounts which he had paid out under his guarantee. The three principles are linked in that the first principle (that the guarantor was entitled to take security) aniticipated the second principle (that the guarantor who had paid was entitled to be reimbursed by the contractor) and the third principle (that the guarantor who had paid was entitled to stand in the shoes of the contractor) was a corollary of the first principle (that the guarantor could take security over the contractor's property (including his contractual rights against others)). The fact that the evidence for these principles comes only from Athens and Delos should however give us pause for thought, since Athens dominated the sacred island for such a long period. On the other hand the fact that we find no evidence of these principles from Boiotia does not necessarily mean that the guarantor in Boiotia had no such rights.

Delos is particularly noteworthy in extending the second principle by introducing through the ἱερὰ συγγραφή a mechanism designed to assist guarantors in recovering the sums they had paid out from the defaulting contractor.

As to the other ways in which a guarantor's position could be protected, we have already noted[900] that the fact that at Athens and on independent Delos the guarantor of a building contract might sometimes himself carry out and complete the work that the contractor had failed to do could be regarded as an application to building contracts of the principle of the direct and separate obligation of the guarantor.

Apart from this, it is hard to find any common underlying legal principles or practices. On the contrary, we have already seen that there were differences in approach in regard to the number of guarantors required[901], requiring security over property in addition to personal guarantors[902] and requiring the contractor to renew his guarantors[903]. The fact that the community, the contractors and their guarantors in all three jurisdictions appear to have been ready on occasions

[900] p136.
[901] p109.
[902] pp56 and 71.
[903] p71.

to negotiate the terms of the contracts which would be put in place between the community and the contractor does not seem to me to evidence any kind of underlying principle or practice apart from a willingness to be pragmatic and flexible where circumstances required. Nor does the fact that in all three jurisdictions on occasions there may well have been a close working relationship between the contractor and the guarantor (whether these be family ties, commercial realtionships or other arrangements) show that common principles or practices were applied. Similarly, although a significant number of the contractors guaranteed in all three jurisdictions seem to have been wealthy, this does not seem to me to be sufficient to support an assertion that there was a principle or practice that guarantors should only provide guarantees for wealthy contractors. So far as concerns the concept of not guaranteeing the same person on more than one transaction, the practice seems to have differed not only between the three jurisdictions but also within one of the jurisdictions itself.

Conclusions

Unity of Greek Law

In the introduction to this thesis[904] I set out the principles underlying the concept of the guarantee which emerge from the ancient Greek sources, as outlined by Partsch. My review of the evidence from the three jurisdictions in this thesis has enabled me to identify a number of other potential principles relevant to the role of the guarantor in transactions involving the community. These can be summarised as follows:

1. If guarantors were to be required this was to be provided in an instrument having the force of law.

2. All guarantors of transactions involving the community had to be formally vetted before acceptance by the community.

3. Where the obligation guaranteed was an obligation to make payment, the guarantor was under a separate, direct obligation to the community to make the payment if the contractor did not pay; this obligation arose from the instant that the contractor should have paid but failed to do so; no prior demand upon the guarantor was required nor was any grace period allowed before the guarantor became liable.

4. A guarantor who owed a debt to the community was liable to have his property seized without a court judgment having first been obtained against him.

5. Guarantors who were indebted to the community were included in a public register of debtors.

6. Contractors who were indebted to the community were liable to pay in addition a penalty for non-payment and this also formed part of the guarantor's liability.

7. Officials responsible for the administration of the transaction guaranteed were required to submit accounts at the end of their term of office for auditing by other officials.

8. A guarantor was entitled to take security over the property of the contractor in order to protect himself against the risk that the guarantor might be required to pay out under his guarantee.

9. A guarantor who had paid out under his guarantee was entitled to recover the amount he had paid from the contractor.

[904] p10.

10. A guarantor who had paid was entitled to stand into the shoes of the contractor vis-à-vis the contractor's own debtors and to use any money recovered from those debtors towards the satisfaction of the amounts which he had paid out under his guarantee.

The question arises whether these similarities can only be explained on the basis of the existence of a concept of "Greek law" or whether there may be other explanations. As intimated in my Introduction[905], where one of these principles is only found in Athens and on independent Delos, it is quite possible that the reason for the similarity lies in the fact that Delos was dominated by Athens for so many decades before becoming independent. This applies to principles numbered 4, 8, 9 and 10 above. Further research is required in the evidence from other Greek city states which had not been dominated by Athens before this possibility could be eliminated. In the meantime however it is worth noting that despite the longevity of the Athenian domination, my review has shown a number of differences between Athens and independent Delos in the laws and practices relating to guarantors. The Athenian hegemony argument should not therefore be overplayed.

The problem of the potential effect of Athenian hegemony does not, however, apply to principles 1-3, and 5-7, for we find these principles at work in Boiotia as well as at Athens and on independent Delos and whilst there was frequent contact between Boiotia and the other two jurisdictions this could hardly be said to be such as to give rise to a realistic possibility of Boiotia merely imitating and following legal principles and practices established at Athens.

Nor could it be argued that these principles are simply the inevitable result of the transactions with which they were concerned. They can in my view be identified as independent principles or practices.

However, we are still some way from confidently concluding that these principles and practices are evidence of a unity of Greek law. Firstly, my review of the evidence from the three jurisdictions, although it covers the majority of the surviving evidence, is just a start. Further research is required to see whether these principles or practices are evidenced in other Greek city states before they could be relied upon with more confidence. Secondly, it would also be necessary to investigate whether they are uniquely Greek. A determination of this question would require a consideration of other, contemporaneous systems of law (for example Jewish law). These further lines of enquiry are beyond the scope of this thesis.

Thirdly, my review has also shown that there appear to have been differences between the three jurisdictions in the practices and procedures relating to guarantors. It must be asked, therefore,

[905] p19.

whether these differences are so significant that it makes no sense to speak in terms of a unity of Greek law and whether, even if it is sensible to speak in these terms, the differences are such as to cast doubt on whether the common principles and practices which I have identified are at all useful. Clearly, they form an important part of the background to understanding the relationships between community, its contractors and the guarantors in the jurisdictions concerned. However, if the potential for differences is significant one may doubt whether the principles could be used to determine the laws and practices in other Greek city states for which we have no or very limited evidence, or even to explain and amplify an otherwise obscure text from another Greek city state.

The principal differences which I have identified in the three jurisdictions are as follows:

a. There seems to have been a requirement for guarantors τῶ ψεύδεος at Thespiai and on independent Delos but this is not found in classical Athens.

b. On independent Delos the guarantors of leases of the sacred estates and, possibly, sacred houses as well, had to be renewed annually whereas this type of requirement does not seem to have existed at Thespiai or Athens.

c. On independent Delos individuals who borrowed from the god had to provide hypothecated real property as well as guarantors as security for their loans. There appears to have been no such requirement at Athens.

d. The procedures for vetting guarantors seem to have differed between the different jurisdictions as well as between transactions.

e. At Athens, the number of guarantors appears to have increased with the value of the transaction. On independent Delos, and at Thespiai, this does not seem to have been so to the same degree of regularity.

f. At Athens, evidence of guarantors being required to provide security is very limited. By contrast, on independent Delos, there was some kind of general pledge to the *hieropoioi* of the possessions of the guarantors of loans made by the god and of the possessions of the guarantors of tenants of the sacred estates. At Thespiai, the security required from guarantors of leases was so small as to amount to nothing more than some kind of registration fee.

g. Whereas at Athens it may occasionally have been the case that, where there was more than one guarantor, each guarantor may have been liable only for a part of the overall liability, on independent Delos, it seems to have been the rule that the liability of each

guarantor was so limited. At Thespiai, there may have been a rule that, where there was more than one guarantor, each was responsible for only a part of the debt, but this may have changed during the course of the last quarter of the third century BC.

h. At Athens and on independent Delos it appears that the Council had a role to play in the collection of sums due from those who owed money to the community. However whereas in Athens the Council took a pro-active role in the collection of debts, including the imprisonment of debtors, on independent Delos the role of the Council seems to have been more passive.

i. The legal effect of the inclusion of a person on a public list of those owing debts to the community seems to have differed as between Athens and independent Delos. Further, the stage at which such registration would occur seems to have differed as between Athens/Thespiai on the one hand and independent Delos on the other.

j. The size of the penalty imposed upon those who were indebted to the community differed as between Athens on the one hand and independent Delos and Thespiai on the other.

k. On independent Delos there was specific provision which made the *hieropoioi* liable for payment of half the rent that they failed to recover from tenants of the sacred estates. There is no equivalent at Athens or at Thespiai.

l. The scope of the audits of the officials' accounts may have differed as between the three jurisdictions.

m. On independent Delos there was specific provision to enable the guarantor who had paid to recover from the defaulting tenant. This is not found at Athens or in Boiotia.

Before discussing whether and if so to what extent these apparent differences should lead to the conclusion that it cannot be said that there is a unity of Greek law or that the common principles and practices which I have identified are of limited usefulness outside the jurisdictions in which they are found, it is important to note that where a difference has been identified on the basis of an absence of evidence for a legal principle or practice in a particular jurisdiction, it does not necessarily follow that such a principle or practice did not exist there. This particularly applies to the differences summarised in paragraphs a. and m..

None of the principles and practices which differed as between the three jurisdictions directly conflicts with the common principles and practices identified earlier. On the contrary, most of them proceed from or assume the existence of at least some of the common principles and

practices: the requirement for guarantors τῶ ψεύδεος (see a.), the requirement to renew guarantors (see b.) and the sharing of liability between guarantors (see g.) proceed upon and apply the underlying principles ascribed to guarantees outlined in my Introduction[906]; the procedures for vetting guarantors (see d.), the practices regarding numbers of guarantors (see e.), requiring guarantors to provide security (see f.) and the sharing of liability between guarantors (see g.) follow from principle 2; the differing effect of registration of a guarantor as a debtor (see i.) follows from principle 5; the differing size of the penalty imposed upon defaulting contractors and for which the guarantor was therefore liable (see j.) follows from principle 3; the differing scope of the audit of the officials' accounts (see l.) follows from principle 7; and the Delian provision concerning the sacred estates which assisted guarantors who had paid to recover from defaulting tenants (see m.) proceeds upon the basis of principle 9. This analysis supports Thür's view outlined in my Introduction[907] that apparent differences in principles and practices can be viewed as adaptations or developments of core principles.

In the same way, we find that the common principles were sometimes "watered down" or modified in a particular jurisdiction. An example of this is the watering down on independent Delos when compared with Athens and Thespiai of the impact of principle 3 by the milder enforcement measures of the ἱερὰ συγγραφή in relation to the sacred estates. Another example is the differing effect which appears to have been given in Athens and on independent Delos to principle 5 because the consequences of registration as a public debtor seems to have been milder on Delos than it was in Athens. A third example is the difference in the size of the penalty for non-payment of debts as between Athens on the one hand and independent Delos/Thespiai on the other which meant that the effect of contractor default upon the guarantor was harsher in Athens than it was in the other jurisdictions.

In particular, the very different approaches to enforcement which seem to have existed on independent Delos indicate that even if a principle apparently applied, it may not always have been implemented in practice (as appears to have been the case for example with the sacred houses and loans on Delos) or it may have been implemented in rather a different way from that which the principle might have implied (as appears to have happened in the case of the sacred estates on Delos).

All this means, therefore, that we must proceed with extreme caution in applying the common principles to fill gaps in our knowledge of the law in other city states or to explain an otherwise obscure piece of evidence from another city state. However this does not necessarily mean that it makes no sense to speak in terms of Greek law. My researches have, I believe, helped to

[906] p10.
[907] pp9-10.

identify some core principles applicable to the law and the practice of guarantees involving the community in the jurisdictions I have examined and they have the potential to be expanded further in terms of jurisdictions if not in terms of content. Further, not only are the core principles useful in helping us to understand the relationships between community, its contractors and their guarantors in the three jurisdictions concerned, but they also provide a useful starting point from which further enquiry can proceed. For they inevitably lead one to ask why there were differences between the three jurisdictions in the practices and procedures relating to guarantors and why some particular principles and practices only seem to have applied in one or two of the jurisdictions but not in all of them. This has particular relevance to the question which I have posed in the Introduction[908], namely what benefit a person would obtain by standing as guarantor. It is to this question that I now turn.

What benefit did the guarantor obtain from acting as guarantor?

One possibility is that the motivation for standing as a guarantor was not that there was a potential personal benefit to be obtained from doing so. Rather, agreeing to stand as guarantor may have been a matter of obligation.

Firstly we have seen that in all three jurisdictions it was not unusual for the contractor and the guarantor to be members of the same family. Familial obligations may therefore have been the prime motivator in these cases.

A second possible motivation was friendship or a moral obligation. In a passage in the second speech against Onetor, Demosthenes implies that, at Athens, providing a guarantee was a sign of friendship between the guarantor and the contractor[909]. However, it is not described as an obligation of friendship.

In Demosthenes 25, a person who has agreed to stand as guarantor for a friend and finds himself having to pay up is an object of pity: he has not done anything wrong; he is just unlucky[910]. However, although the speaker is clearly implying that the person concerned has done the right thing in standing as guarantor, there is no suggestion that he was under any moral obligation to do so.

In Theophrastos on the other hand we do find the idea that a person was under a moral obligation to stand as a guarantor if asked to do so. Theophrastos tells us that it was the mark of a tactless man that he would go up to a man who has just been required by the court to pay out

[908] p12.
[909] Dem. 31.10-11.
[910] Dem. 25.86-87.

on a guarantee and ask him to stand guarantor for him: the tactless man has put the putative guarantor in an awkward position[911]; this seems to imply that standing as a guarantor was some kind of moral obligation.

But Isokrates 17 shows that friendship or a moral obligation may not always have been a sufficient reason on its own for agreeing to stand as a guarantor. Here the speaker is alleging that the banker, Pasion, has stolen money from him by refusing to return funds that the speaker had deposited with him. The speaker says that he and Pasion had a close personal relationship and that Pasion had agreed to stand as a guarantor for him. Yet the speaker can still ask, rhetorically (as a way of demonstrating that Pasion does have his money) whether Pasion would have agreed to stand as the speaker's guarantor if Pasion did not hold the speaker's money on deposit. We can conclude from this that whilst a relationship of some intimacy may have been an important condition for an agreement to stand as a guarantor, the guarantor would also normally be looking for some kind of financial assurance to protect him against the possibility that his guarantee might be called upon[912].

A third possible motivation was public service. Since the guarantor was the only person who was providing any continuous independent reassurance for the proper performance of the contract by the contractor throughout the period of the transaction, it could be argued that the guarantor was undertaking a valuable service for his community. In his First Tetralogy, Antiphon has the speaker, in an attempt to win over the good will of his listeners, remind them that he has made several substantial payments to the treasury; he has more than once served as a trierarch and has furnished a brilliant chorus; he has often lent money without interest to friends and has frequently paid large sums under guarantees provided for others[913]. We see here the provision of guarantees as a sign not only of great wealth but also of a selfless act performed for those whom the guarantor was supporting by his guarantee. But by associating the provision of a guarantee with the undertaking of liturgies the passage also hints at the possibility that the guarantor was providing wider benefits. A man who, for example, agreed to stand as guarantor of a lease of sacred land in fifth or fourth century Athens could be regarded as providing a benefit to the community by facilitating the grant of that lease and hence the generation of income that could contribute to the cost of sacrifices and festivals to the god or goddess who owned the land. Nor need this be confined to the leasing of sacred land: a guarantor who had enabled the award of building contracts for the construction of temples and sanctuaries or the repair of a city's fortifications could be regarded as having made an important contribution to the success of the community. If the guarantor actually made payments under his guarantees,

[911] Theophrastos Characters 12(1) and (4).
[912] Isoc. 17.37.
[913] Ant. 2.2.12.

thereby ensuring the cash flow of the sanctuary or community (or, in the case of building contracts, enabling the project to continue despite non-performance by the contractor), the benefit to the sanctuary and/or the community would be all the more obvious.

There may thus have been personal advantage to be gained from standing as a guarantor in such transactions. If a man's agreement to stand could be represented as an act of euergetism, this could, in theory at least, by analogy with the evidence of the Athenian orators and of the decrees passed by Athens and other city states in honour of benefactors[914], win him popularity and influence with the citizens of his community. This may not, however, always have provided sufficient an incentive to encourage guarantors to come forward: there is evidence from Alipheira from the third century BC which suggests that in some circumstances a man might be ordered by a decision of (possibly) the Council to stand as guarantor for repayment of a loan in which the city state was the borrower[915]. This may have meant that standing as a guarantor could sometimes have been akin to a liturgy. But, as is clear from the Athenian evidence, even a liturgy performed as an obligation could still win the liturgist praise and influence, especially if it was an expensive one to perform, and the same may have applied to guarantees provided under an obligation[916].

That there may have been political capital to be won from standing as guarantor may be suggested by the fact that some of the guarantors of the grants of *proxenia* by the Aitolian *koinon* were leading politicians and wealthy individuals, known to us from the pages of Polybios[917]. On the other hand, it is remarkable that among the many hundreds of honorary decrees that survive from the period covered by my thesis I have not been able to find even one that honours the recipient for having stood as a guarantor. This suggests that from the point of view of the communities as recipients of the guarantees, the guarantee was a purely business relationship, a matter of prudent management of the communities' assets and nothing more. As

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[914] Evidence reviewed by Gauthier (1985:24-32).

[915] IpArk 24 LL17-20: καὶ δικασάσθω μηδὲς ἰδιώτας τῶν ἴνπροσθε συ[νγραφῶν,] εἰ μή τις ἰνγεγύευκε ὑπὲρ τὰν πόλιν δόξαν ταῖ [βωλᾶι· πρᾶξις] δ᾽ἔστω κατὰ Εὐμήλω μνᾶς καὶ εἴκοσι στατήρων, [ἐπεὶ ἰνγ εγύ]ευκε τῶ δαμιοργῶ κελεύσαντος· It is to be noted that the reference to the Council is restored by the editors. Dössel (2003:232) notes that it is unclear under what circumstances the *damiourgos* could order the provision of a guarantee since in the previous sentence it was very probable that the *boule* appeared as the decision making body.

[916] Gauthier (1985:28, 29 and 30).

[917] Two examples: (1) Skopas son of Sosandros of Tithronion, who stood as guarantor in grants of *proxenia* seven times between 223/222 and 205/204BC (IG IX 1^2 1 29 LL7-10, 20-21 and 23-24; IG IX1 ^{2} 1 31 LL46, 48, 68-69 and 124-125). He was *grammateus* of the Aitolian *synedrion* in 224/223BC (IG IX 1^2 1 4 L8) and *strategos* three times (Polyb. 4.27.1-10, 4.37.1 (220/219BC); Livy 26.24.7 (212/211BC); and IG IX 1^2 1 31 LL106-107, 118-119, Polyb. 13.2.1 and IG IX 1^2 3 613 (205/204BC)). He is mentioned by Polybios as a commander of Aitolian forces fighting in the Peloponnese (Polyb.4.3-4.13.5, 4.16.11-4.19, 4.27, 4.62 and 5.3) and as having been appointed with one other leading Aitolian to draw up laws to deal with problems concerning debts (Polyb.13.1-13.2); see Grainger (2000:298); (2) Damoteles son of Telesarchos of Physkion, who stood as a guarantor of a grant of *proxenia* in 210/209BC, the year in which he was also *grammateus* of the Aitolian *synedrion* (IG IX^2 1 29 LL3-7). He stood as guarantor in three other grants of *proxenia* (IG IX 1^2 1 29 LL13-14 (also 210-209BC), 31 LL52-56 (223/222BC) and 201 LL3-4 (end of third century BC)). He was an envoy to Rome in 191/190 and 189BC (Polyb. 21.25.9, 21.26.7-19); and envoy to M. Fulvius in 189BC (21.29.4-5, 10-11; 21.30.11-13); see Grainger (2000:144-145).

far as the community was concerned, the role of the guarantor was simply to provide a source of cash for the community, and a man was not considered to have been particularly deserving of praise or influence simply because he had stood as a guarantor.

If the guarantee was indeed a purely business transaction, it may be then that the primary incentive for guarantors was that they were paid by the contractor to stand (as Walbank has suggested in the case of Athenian leases[918]). We have no direct evidence of any such payments. However, we have already seen that there may on occasions have been a commercial relationship between the guarantors and the contractor or their respective families. From Thespiai we have possible examples of A agreeing to stand as guarantor for B on one transaction in return for B agreeing to stand as guarantor for A on another transaction[919]. From Athens we have the more complex example of A agreeing to stand as guarantor for B on one transaction in return for a memberof B's family agreeing to stand as guarantor for a memberof A's family on another transaction[920].

All these were possible motivating factors for guarantors. However, the legal framework was also important in creating an environment in which people would be prepared to put themselves forward as guarantors and this needs to be examined in the light of the common legal principles and practices which I have identified in my thesis. Key elements of the legal environment in which guarantors had to operate were provided by some of these common legal principles and practices. These were: the separate, direct and immediate liability of the guarantor (principle 3); the enforcement against guarantors without a court judgment (principle 4); the entitlement of the guarantor to take security over the contractor's property (principle 8); the right of the guarantor who had paid to recover from the contractor (principle 9) and the right of the guarantor who paid to stand in the shoes of the contractor in regard to the contractor's own debtors (principle 10).

Whilst principles 3 and 4 could sometimes have acted as a deterrent to guarantors coming forward, principles 8, 9 and 10 may have provided guarantors with some protection and encouragement to individuals to offer themselves as guarantors. However, my enquiry has shown that in some cases additional measures were perceived as being necessary in order to incentivise people to put themselves forward as guarantors and we find these in those areas of law and practice where there were apparent differences between the three jurisdictions. These were: the requirement that guarantors be renewed annually (found on independent Delos only - see b.), the apportionment of liability between guarantors (evidenced on independent Delos and

[918] Walbank (1983d:225).
[919] See pp104-5 and 189.
[920] See pp79-80 and 189-190.

possibly for a period at Thespiai – see g.), the postponement of the stage in the collection process at which the guarantor would have his name included in a record of public debtors (found on Delos in regard to the sacred estates – see i.), a smaller penalty for late payment (Delos and Thespiai compared with Athens – see j.) and specific provision to enable the guarantor to recover from the tenant (Delos – see m.). In addition the communities might take *ad hoc* measures such as limiting the scope of the guarantee or negotiating the terms of the underlying contract so as to reduce the possibility of a call being made on the guarantee (measures which could well involve compromises on the part of the community). These could have the effect of reducing the impact of those core principles which acted as deterrents to acting as a guarantor and they seem to have been developed locally, possibly to suit local conditions in Thespiai and on independent Delos.

This analysis suggests that whilst some or a combination of the factors discussed above which may have motivated a person to agree to stand as a guarantor may have been sufficient to provide the community with the guarantors it needed, there nevertheless remained a problem in that these motivating factors may have been insufficient in particular communities and at particular times. This is reflected in the local modifications to legal principles and practices which may have been designed to ensure that guarantors came forward.

This illustrates the potential usefulness of the concept of the unity of Greek law. It lies in the fact that where we find local departures from identified core principles, this should prompt further enquiry as to the reasons for such departures. In the case of Delos, one such reason may have been the relatively small size of the community, which would have meant that the pool of potential guarantors was relatively small and that there would have been constant pressure to increase the size of the pool by modifying or removing factors which might deter individuals from standing as guarantors. In the case of Thespiai we are poorly informed and the evidence base is a very narrow one, being confined to the leases. There must have been a shortage of guarantors, but it is not clear why.

Summary

My thesis has provided a review of a large body of the evidence of the legal principles and practices relating to the role of the guarantor in transactions involving the community. Much more work remains to be done. However the following broad answers to the questions posed in my Introduction can in my view be offered at this stage:

1. It is possible to identify some common principles and practices regarding the role of the guarantors in transactions involving the community in the period under review;

2. However, important differences in principles and practices as between communities can also be observed.

3. These differences mean that it may be unwise to place too much reliance upon the common principles and practices in attempting to reconstruct the role of guarantors in those city states for which we have no or limited evidence.

4. This does not mean that the identification of common principles and practices is not a worthwhile exercise.

5. Rather, the analysis of common principles and practices and of the differences in principles and practices between city states can provide valuable insights into the problems and issues which particular city states faced in particular periods.

6. One example of this can be found in a consideration of the problem of the reasons why a person would be prepared to stand as a guarantor. My analysis suggests that whilst there were a number of possible motivations for standing as a guarantor, a shortage of guarantors may indeed have been a problem for some communities, particularly a small community like that of independent Delos, and that local modifications to common principles and practices may have developed or been introduced in an attempt to overcome this.

APPENDICES

Appendix A – Wealthy Tenants/Contractors/Borrowers on Independent Delos

Type of transaction and period	**Number of tenants/ contractors/ borrowers who provided guarantors**	**Number of tenants/ contractors/ borrowers for whom we have further information**	**Number of wealthy tenants/ contractors/ borrowers**	**Number of tenants/ contractors/ borrowers who, or members of whose family, were prodaneistai**	**Number of tenants/ contractors/ borrowers who, or members of whose family, were guarantors of prodaneistai**	**Number of tenants/ contractors/ borrowers who, or members of whose family, were hieropoioi**	**Number of tenants/ contractors/ borrowers who, or members of whose family, were City treasurers**	**Number of tenants/ contractors/ borrowers who, or members of whose family, were borrowers of 1200 drachmai or more**
Sacred Estates 314-250BC	42	29	10	9	2	6	1	3
Sacred Houses 314-250BC	20	15	3	2	0	3	0	0
Building Contracts 314-246BC	14	7	0	0	0	0	0	0
Loans by Apollo to individuals 314-250BC	8	7	2	4	1	3	1	0
Collection of ferry fees, taxes and duties 314–250BC	9	7	3	2	0	2	3	2

Appendix B

General content of Thespian πρόρρησεις

Subject	**IThesp 44 LL4-16**	**IThesp 48 LL4-18**	**IThesp 53 LL13-22**	**IThesp 54 LL1-6**	**IThesp 55 LL10-28**
When rent is payable	Yes	Yes	Yes		Yes
Provide guarantors for approval	Yes	Yes	Yes		Yes
Give an ἐννέχυρον	Yes	Yes	Yes		Yes
Pay an ἐπώνιον	Yes	Yes			
Failure to provide guarantors	Yes	Yes	Yes		Yes
Failure to pay rent	Yes	Yes	Yes	Yes	Yes
Pay the δεκάταν		Yes	Yes		
Pay any tax of city or koinon		Yes		Yes	Yes

Appendix C

Detailed content of Thespian *p r o/r h s e i j*

Subject	**IThesp 44 LL4-16**	**IThesp 48 LL4-18**	**IThesp 53 LL13-22**	**IThesp 54 LL1-6**	**IThesp 55 LL10-28**
When rent is payable		Pay in the month of Damatirios	Pay to the hierarchs in the month of Alalkomenios		Pay to the treasurer of the Muses at least five days before the end of the month of Alalkomenios
Provide guarantors for approval	Creditworthy not more than two whom the katoptai approve	Creditworthy not more than two whom the archa approves	To the hierarchs creditworthy *tw =y eu)deo j* straightaway, *o(l a j ta=j m is qw /s io j* in three days		To the archa creditworthy *tw =y eu)deo j* straightaway, *o(l a j ta=j m is qw /s io j* in three days
Give an *e)gg ex u r on*	To the archa on behalf of the tenant and his guarantors one obol each	To the archa on behalf of the tenant and his guarantors one obol each	On behalf of the tenant and his guarantors two obols each		On behalf of the tenant and his guarantors two obols each
Pay an *e)p w n i on*	One drachma in accordance with the previous *p r o/r e is ij*	One drachma in accordance with the previous *p r o/r e is ij*			
Failure to provide guarantors	If any tenant does not provide guarantors such as they may approve or	If any tenant does not provide guarantors such as they may approve or	If he does not provide guarantors, let the hierarchs re-let. If less		If he does not provide guarantors, let the archa re-let. If less is

	does not provide creditworthy guarantors from the beginning, the archa resumes possession; for whatever amount it obtains less the archa will write down the first tenant on whitened board for the shortfall for all the years put together plus a hemiolion	does not provide creditworthy guarantors from the beginning, the archa resumes possession; for whatever amount it obtains less the archa will write down the first tenant on whitened board for the shortfall for all the years put together plus a hemiolion	is recovered in the twenty-five years, let him be written down by the hierarchs, himself and the guarantor *tw=y eudeoj* plus a hemiolion		recovered in the twenty-five years, let him be written down by the archa, himself and the guarantor *tw=y eudeoj* plus a hemiolion
Failure to pay rent	If anyone, having provided guarantors, does not pay the rent within the stipulated time, the archa will write on whitened board as owing the rent both the tenant himself and the guarantors plus a hemiolion on the amount due and will repossess the land. For however much less it obtains the archa will write down the first tenant on whitened board and the guarantors for the shortfall for all the years	If, having provided guarantors, he does not pay the rent within the stipulated time, the archa will write on whitened board as owing the rent both the tenant himself and the guarantors plus a hemiolion on the amount due and will re-enter. For however much less it obtains the it will write down the first tenant on whitened board and the guarantors in all the years plus a hemiolion	If any of the tenants does not pay the rent within the stipulated time, let the hierarchs write him down and the guarantors for the rent for the year plus a hemiolion and let them relet the land for the remaining years; and if any less is recovered for the remaining period let them write down him and the guarantors plus a hemiolion for the whole of the shortfall in the remaining years	…… let the hierarchs write him down and the guarantors for the rent for the year plus a hemiolion and let them relet the land for the remaining years; and if any less is recovered for the remaining period let them write down him and the guarantors plus a hemiolion for the whole of the shortfall in the remaining years	If any of the tenants does not pay the rent within the stipulated time, the treasurer of the muses will write him down and the guarantors for the rent for the year plus a hemiolion and they will relet the garden for the remaining years; and if any less is recovered for the remaining period let them write down him and the guarantors plus a hemiolion for the whole of the shortfall in the remaining years

	put together plus a hemiolion				
Pay the *dekatan*		Let the tenants pay the dekatan	The tenant will pay the deketan in accordance with the law		
Pay any tax of city or koinon		If any tax is has to be paid either to the koinon of the Boiotians or to the city, let the tenants pay this too without dispute either towards the city or towards the archa		If any tax has to be paid either in the city or in the koinon of the Boiotians, the farmer will pay	If any tax has to be paid either in the city or in the koinon of the Boiotians, the farmer will pay

Appendix D – Wealthy Guarantors of Independent Delos

Type of Transaction	Number of guarantors	Number of guarantors for whom we have further information	Number of Wealthy Guarantors	Number of Guarantors who, or members of whose family, were prodaneistai	Number of Guarantors who, or members of whose family, were guarantors of prodaneistai	Number of Guarantors who, or members of whose family, were hieropoioi	Number of Guarantors who, or members of whose family, were City treasurers	Number of Guarantors who, or members of whose family, were borrowers of 1200 drachmai or more
Sacred Estates 314-250BC	79	27	17	11	2	13	4	4
Sacred Houses 314-250BC	20	8	3	2	1	0	2	0
Building contracts 314-246BC	19	15	5	5	1	4	1	0
Loans by Apollo to individuals 314-250BC	12	12	5	5	1	4	2	1
Loans by Apollo to the city	12	10	6	4	N/A	6	0	1

Collection of ferry fees, taxes and duties 314–250BC	11	8	2	2	1	3	0	0

Appendix E: Leases of the Sacred Estates on Independent Delos – Numbers of Guarantors

Date of record	Estate	Rent (in drachmai unless otherwise indicated)	Number of guarantors	"Wealthy" guarantors
307	Soloe	330	1	
307	Soloe	110	2	
307	Hippodromos	920	2	
307	Hippodromos	920	2	
300	Panormos	1030	2(?)	One
297	Dionysios	1372	1	Yes
297	Skitoneia	900	1	
About 282	Epistheneia	500	2	
About 282	Sosimacheia	201	2	
279	Panormos	704(?)	1	Yes
279	Nikou Choros	271	2	
279	Charoneia	800	2	One
257	Chareteia	1400 drs 3 obs	2	One
257	Leimon	302	2	
250	Skitoneia	483	2	One
250	Charoneia	435	8	Two
250	Hippodromos	510	2	
250	Chareteia	700 drs 6 chalcs	3	
250	Hipodromos	661	2	
250	Kerameion	250	2	
250	Limne	21	1	
250	Leimon	221	2	
250	Soloe and Korakiai	420	2	

250	Phoinikes	651	2	One
259	Rhamnoi	553	2	One
250	Nikou Choros	260	2	
250	Limnai	343	2	One
250	Dionysios	804	2	One
250	Skitoneia	473	2	
250	Charoneia	1100	2	
250	Panormos	606	2	One
250	Chareteia	1113	2	One
250	Pyrgoi	1000	2	One
250	Porthmos	1024 drs 7 chalcs	2	One
250	Akra Delos	440	2	
250	Sosimacheia	275	2	One
250	Phytalia	48 drs 2 obs 7 chalcs	2	
250	Epistheneia	726	2	One
250	Lykoneion	122 drs 7 chalcs	2	

Appendix F: Leases of Sacred Houses on Independent Delos – Numbers of Guarantors

Date of record	House	Rent (in drachmai unless otherwise indicated)	Number of guarantors	"Wealthy" guarantors
279	One of the houses of Episthenes	51	2	
279	One of the houses of Episthenes	60	2	
279	Not stated	39(?)	2	
279	Not stated	33 drs 3 obs (?)	2	
278	One of the houses of Episthenes	51	2	
278	One of the houses of Episthenes	60	1(?)	
274	One of the houses of Episthenes	60	1(?)	
257	Not survived	35	2	
257	House of Aristoboulos(?)	66(?)	1	
257	House next to Sosileos' house	80	2	
257	Apartments next to the sea	70	3(?)	
257	A xylon	27	1	
257	Not survived	101	1	Yes
257	House formerly belonging to Arkeon	45	1	
257	A house of Episthenes	70	1	
First half of third century	Not survived	61	1	

Appendix G: Borrowers from Apollo on Independent Delos – numbers of guarantors

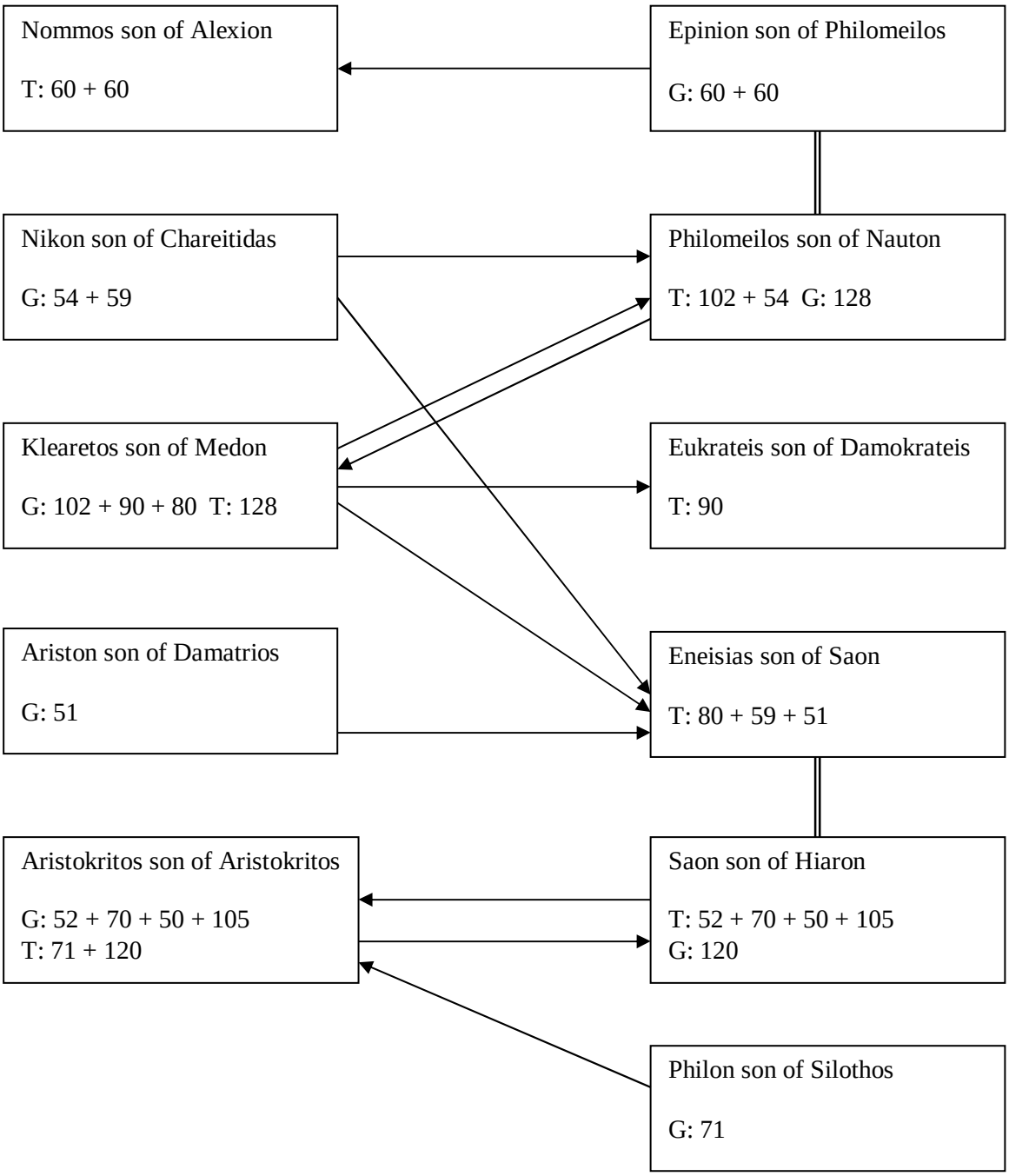
Date of record	Borrower	Amount of loan (in drachmai)	Number of guarantors	"Wealthy" guarantors
278	Xenon of Hermione	At least 200	1(?)	Yes
250	Autokles son of Teleson	600	2	One
250	Diaktorides son of Theorylos	400	2	One
250	Mnesimachos son of Autokrates	1000	1(?)	
250	Glaukos son of Sosileos	500(?)	1(?)	
250	Charilas son of Aristeides	500	2	One
250	Alexarchides	500	2	One
250	Phillis son of Tharsydikos	200	2	One

Appendix H - Building Works on Independent Delos – numbers of guarantors

Date of record	Contractor	Contract Price	Number of guarantors	"Wealthy" guarantors
297	Nikon son of Nikokles of Syros; Nikeratos son of Sosipolis of Syros; Simos son of Nikageros of Syros	30,300	7	
297	Damasias son of Kypagoros of Paros	Over 2990	2	Both
280	Phaneas son of Kaikos	300 per coffer	1	Yes
280	Peisiboulos of Paros	300 per coffer	1	Yes
280	Aristokles	1330	1(?)	
279	Theophilos	1350	2	
246	Laches	1983 drs 2 obs	2	One
246	Aristeas; Xenomenes; Eukleides	1715 drs 5 obs	3 – one for each contractor	One
246	Menes	912	1	
246	Ktesisthenes	300	1	

Appendix I

Tenants and Guarantors at Thespiai



Key

T = tenant
G = guarantor
Each figure represents the annual rent in drachmai for a plot of land.
For each figure both a tenant and a guarantor appear in the diagram.
Arrows go from the guarantor to the tenant he is guaranteeing.
Double bar between boxes indicates close family relationship such as father/.son.

CATALOGUE OF LITERARY AND EPIGRAPHIC SOURCES

CATALOGUE OF LITERARY AND EPIGRAPHIC SOURCES

SECTION A

ATHENS

A1. Aischines: Against Ktesiphon (330BC)

3.13 Λέξουσι δέ, ὦ ἄνδρες Ἀθηναῖοι, καὶ ἕτερόν τινα λόγον ὑπεναντίον τῷ ἀ ρτίως εἰρημένῳ, ὡς ἄρα, ὅσα τις αἱρετὸς ὢν πράττει κατὰ ψήφισμα, οὐκ ἔστι τα ῦτα ἀρχή, ἀλλ᾽ ἐπιμέλειά τις καὶ διακονία· ἀρχὰς δὲ φήσουσιν ἐκείνας εἶναι ἃς οἱ θεσμοθέται ἀποκληροῦσιν ἐν τῷ Θησείῳ, κἀκείνας ἃς ὁ δῆμος εἴωθε χειροτον εῖν ἐν ἀρχαιρεσίαις, στρατηγοὺς καὶ ἱππάρχους καὶ τὰς μετὰ τούτων ἀρχάς, τὰ δ᾽ἄλλα πάντα πραγματείας προστεταγμένας κατὰ ψήφισμα.

3.14 Ἐγὼ δὲ πρὸς τοὺς λόγους τοὺς τούτων νόμον ὑμέτερον παρέξομαι ὃν ὑμ εῖς ἐνομοθετήσατε λύσειν ἡγούμενοι τὰς τοιαύτας προφάσεις, ἐν ᾧ διαρρήδην γέ γραπται, "τὰς χειροτονητάς" φησιν "ἀρχάς", ἁπάσας ἐνὶ περιλαβὼν ὀνόματι ὁ νομ οθέτης, καὶ προσειπὼν ἁπάσας ἀρχὰς εἶναι ἃς ὁ δῆμος χειροτονεῖ, "καὶ τοὺς ἐπι στάτας" φησὶ "τῶν δημοσίων ἔργων." Ἔστι δὲ ὁ Δημοσθένης τειχοποιὸς, ἐπιστάτ ης τοῦ μεγίστου τῶν ἔργων· "καὶ πάντας ὅσοι διαχειρίζουσί τι τῶν τῆς πόλεως πλέον ἢ τριάκονθ᾽ ἡμέρας, καὶ ὅσοι λαμβάνουσιν ἡγεμονίας δικαστηρίων·" οἱ δὲ τῶν ἔργων ἐπιστάται πάντες ἡγεμονίᾳ χρῶνται δικαστηρίου·

3.15 τί τούτους κελεύει ποιεῖν; οὐ διακονεῖν, ἀλλ᾽ "ἄρχειν δοκιμασθέντας ἐν τ ῷ δικαστηρίῳ", ἐπειδὴ καὶ αἱ κληρωταὶ ἀρχαὶ οὐκ ἀδοκίμαστοι, ἀλλὰ δοκιμασθε ῖσαι ἄρχουσι, "καὶ λόγον καὶ εὐθύνας ἐγγράφειν πρὸς τοὺς λογιστάς", καθάπερ κ αὶ τὰς ἄλλας ἀρχὰς κελεύει.

3.27 Ὡς τοίνυν καὶ τὴν τῶν τειχοποιῶν ἀρχὴν ἦρχεν, ὅθ᾽ οὗτος τὸ ψήφισμα ἔγραψε, καὶ τὰ δημόσια χρήματα διεχείριζε, καὶ ἐπιβολὰς ἐπέβαλλε, καθάπερ οἱ ἄλλοι ἄρχοντες, καὶ δικαστηρίων ἡγεμονίας ἐλάμβανε, τούτων ὑμῖν αὐτὸν Δημο σθένην μάρτυρα παρέξομαι. Ἐπὶ γὰρ Χαιρώνδου ἄρχοντος, θαργηλιῶνος μηνὸς δευτέρᾳ φθίνοντος, ἐκκλησίας οὔσης ἔγραψε Δημοσθένης ἀγορὰν ποιῆσαι τῶν φ υλῶν σκιροφοριῶνος δευτέρᾳ ἱσταμένου καὶ τρίτῃ, καὶ ἐπέταξεν ἐν τῷ ψηφίσμα τι ἑκάστης τῶν φυλῶν ἐλέσθαι τοὺς ἐπιμελησομένους τῶν ἔργων ἐπὶ τὰ τείχη κ αὶ ταμίας, καὶ μάλα ὀρθῶς, ἵν᾽ ἡ πόλις ἔχοι ὑπεύθυνα σώματα, παρ᾽ ὧν ἔμελλε τ ῶν ἀνηλωμένων λόγον ἀπολήψεσθαι. Καί μοι λέγε τὸ ψήφισμα.

ΨΗΦΙΣΜΑ

3.28 Ναί, ἀλλ᾽ ἀντιδιαπλέκει πρὸς τοῦτο εὐθὺς λέγων ὡς οὔτ᾽ ἔλαχε τειχοποιὸ ς οὔτ᾽ ἐχειροτονήθη ὑπὸ τοῦ δήμου. Καὶ περὶ τούτου Δημοσθένης μὲν καὶ Κτησ ιφῶν πολὺν ποιήσονται λόγον· ὁ δέ γε νόμος βραχὺς καὶ σαφὴς καὶ ταχὺ λύων τὰς τούτων τέχνας. Μικρὰ δὲ ὑμῖν ὑπὲρ αὐτῶν πρῶτον προειπεῖν βούλομαι.

3.29 Ἔστι γάρ, ὦ ἄνδρες Ἀθηναῖοι, τῶν περὶ τὰς ἀρχὰς εἴδη τρία, ὧν ἓν μὲ ν καὶ φανερώτατον οἱ κληρωτοὶ καὶ οἱ χειροτονητοὶ ἄρχοντες, δεύτερον δὲ ὅσο ι τι διαχειρίζουσιτῶν τῆς πόλεως ὑπὲρ τριάκοντα ἡμέρας καὶ οἱ τῶν δημοσίων ἔργων ἐπιστάται, τρίτον δ᾽ ἐν τῷ νόμῳ γέγραπται, καὶ εἴ τινες ἄλλοι αἱρετοὶ ἡγ εμονίας δικαστηρίων λαμβάνουσι, "καὶ τούτους ἄρχειν δοκιμασθέντας."

3.30 ᾽Επειδὰν δ᾽ ἀφέλῃ τις τοὺς ὑπὸ τοῦ δήμου κεχειροτονημένους καὶ τοὺς κληρωτοὺς ἄρχοντας, καταλείπονται οὓς αἱ φυλαὶ καὶ αἱ τριττύες καὶ οἱ δῆμοι ἐξ ἑαυτῶν αἱροῦνται τὰ δημόσια χρήματα διαχειρίζειν. Τοῦτο δὲ γίγνεται ὅταν, ὥσπερ νῦν, ἐπιταχθῇ τι ταῖς φυλαῖς, ἢ τάφρους ἐξεργάζεσθαι ἢ τριήρεις ναυπηγεῖσθαι.

A2. Andokides: On the Mysteries (399BC)

73 Οἱ δὲ ἄτιμοι τίνες ἦσαν, καὶ τίνα τρόπον ἕκαστοι; ἐγὼ ὑμᾶς διδάξω. Οἱ μὲν ἀργύριον ὀφείλοντες τῷ δημοσίῳ, ὁπόσοι εὐθύνας ὤφλον ἄρξαντες ἀρχάς, ἢ ἐξούλας ἢ γραφὰς ἢ ἐπιβολὰς ὤφλον, ἢ ὠνὰς πριάμενοι ἐκ τοῦ δημοσίου μὴ κατέβαλον τὰ χρήματα, ἢ ἐγγύας ἠγγυήσαντο πρὸς τὸ δημόσιον· τούτοις ἡ μὲν ἔκτεισις ἦν ἐπὶ τῆς ἐνάτης πρυτανείας, εἰ δὲ μή, διπλάσιον ὀφείλειν καὶ τὰ κτήματα αὐτῶν πεπρᾶσθαι.

93 ᾽Ο γὰρ νόμος οὕτως εἶχε, κυρίαν εἶναι τήν [τε] βουλήν, ὃς ἂν πριάμενος τέλος μὴ καταβάλῃ, δεῖν ἐν τῷ ξύλῳ. Οὗτος τοίνυν, ὅτι τοῖς νόμοις ἐψηφίσασθε ἀπ᾽ Εὐκλείδου ἄρχοντος χρῆσθαι, ἀξιοῖ ἃ ἔχει ὑμῶν ἐκλέξας μὴ ἀποδοῦναι, καὶ νῦν γεγένηται ἀντὶ μὲν φυγάδος πολίτης, ἀντὶ δὲ ἀτίμου συκοφάντης, ὅτι τοῖς νόμοις τοῖς νῦν κειμένοις χρῆσθε.

133 ᾽Αγύρριος γὰρ οὑτοσί, ὁ καλὸς κἀγαθός, ἀρχώνης ἐγένετο τῆς πεντηκοστῆς τρίτον ἔτος, καὶ ἐπρίατο τριάκοντα ταλάντων, μετέσχον δ᾽ αὐτῷ οὗτοι πάντες οἱ παρασυλλεγέντες ὑπὸ τὴν λεύκην [τὸ πόσ]οὓς ὑμεῖς ἴστε οἷοί εἰσιν· οἳ διὰ τοῦτο ἔμοιγε δοκοῦσι συλλεγῆναι ἐκεῖσε, ἵν᾽ αὐτοῖς ἀμφότερα ᾖ, καὶ μὴ ὑπερβάλλουσι λαβεῖν ἀργύριον καὶ ὀλίγου πραθείσης μετασχεῖν.

134 Κερδήναντες δὲ ἓξ τάλαντα, γνόντες τὸ πρᾶγμα οἷον εἴη, [ὡς πολλοῦ ἄξιον], συνέστησαν πάντες, καὶ μεταδόντες τοῖς ἄλλοις ἐωνοῦντο πάλιν τριάκοντα ταλάντων. ᾽Επεὶ δ᾽οὐκ ἀντεωνεῖτο οὐδείς, παρελθὼν ἐγὼ εἰς τὴν βουλὴν ὑπερέβαλλον, ἕως ἐπριάμην ἓξ καὶ τριάκοντα ταλάντων. ᾽Απελάσας δὲ τούτους καὶ καταστήσας ὑμῖν ἐγγυητὰς ἐξέλεξα τὰ χρήματα καὶ κατέβαλον τῇ πόλει καὶ αὐτὸς οὐκ ἐζημιώθην, ἀλλὰ καὶ βραχέα ἀπεκερδαίνομεν οἱ μετασχόντες· τούτους δ᾽ ἐποίησα τῶν ὑμετέρων μὴ διανείμασθαι ἓξ τάλαντα ἀργυρίου.

A3. [Aristotle]: Athenaion Politeia (“Ath Pol”) (332-322BC?)

47.2 ἔπειθ᾽ οἱ πωληται ι΄ μέν εἰσι, κληροῦται δ᾽ εἷς ἐκ τῆς φ[υ]λῆς. μισθοῦσι δὲ τὰ μισθώματα πάντα, καὶ τὰ μέταλλα πωλοῦσι καὶ τὰ τέλη μετὰ τοῦ ταμίου τῶν στρατιωτικῶν καὶ τῶν ἐπὶ τὸ θεωρικὸν ᾑρημένων ἐναντίον τῆς [βουλῆς], καὶ κυροῦσιν ὅτῳ ἂν ἡ βουλὴ χειροτονήσῃ, καὶ τὰ πραθέντα μέταλλα, τά τ᾽ ἐργάσιμα τὰ εἰς τρία ἔτη πεπραμένα, καὶ τὰ συγκεχωρημένα τὰ εἰς [ι] ἔτη πεπραμένα. καὶ τὰς οὐσίας τῶν ἐξ ᾽Αρείου πάγου φευγόντων καὶ τῶν ἄλλων ἐναντίον τῆς βουλῆς πωλοῦσιν, κατακυροῦσι δ᾽ οἱ θ΄ ἄρχοντες. καὶ τὰ τέλη τὰ εἰς ἐνιαυτὸν πεπραμένα, ἀναγράψαντες εἰς λελευκωμένα γραμματεῖα τόν τε πριάμενον καὶ [ὅσου] ἂν πρίηται, τῇ βουλῇ παραδιδόασιν.

47.3 ἀναγράφουσιν δὲ χωρὶς μὲν οὓς δεῖ κατὰ πρυτανείαν ἑκάστην καταβάλλειν, εἰς δέκα γραμματεῖα, χωρὶς δὲ οὓς τρὶς τοῦ ἐνιαυτοῦ, γραμματεῖον κατὰ τὴν καταβολὴν ἑκάστην ποιήσαντες, χωρὶς δ᾽ οὓς ἐπὶ τῆς ἐνάτης πρυτανείας. ἀναγράφουσι δὲ καὶ τὰ χωρία καὶ τὰς οἰκίας τἀπογρα[φ]έντα καὶ πραθέντα ἐν τῷ δικαστη

ρίῳ· καὶ γὰρ ταῦθ᾽ οὗτοι πωλ[οῦσιν. ἔστι] δὲ τῶν μὲν οἰκιῶν ἐν ε΄ ἔτεσιν ἀνάγκ η τὴν τιμὴν ἀποδοῦναι, τῶν δὲ χωρίων ἐνδέκα· καταβάλλουσιν δὲ ταῦτα ἐπὶ τῆς ἐνάτης πρυτανείας.

47.4 εἰσφέρει δὲ καὶ ὁ βασιλεὺς τὰς μισθώσεις τῶν τεμενῶν, ἀναγράψας ἐν γραμ ματείοις λελευκωμένοις. ἔστι δὲ καὶ τούτων ἡ μὲν μίσθωσις εἰς ἔτη δέκα, καταβ άλλεται δ᾽ ἐπὶ τῆς [θ΄] πρυτανείας. διὸ καὶ πλεῖστα χρήματα ἐπὶ ταύτης συλλέγε ται τῆς πρυτανείας.

47.5 εἰσφέρεται μὲν οὖν εἰς τὴν βουλὴν τὰ γραμματεῖα κατὰ τὰς καταβολὰς ἀνα γεγραμμένα, τηρεῖ δ᾽ ὁ δημόσιος· ὅταν δ᾽ ᾖ χρημάτων καταβολή, παραδίδωσι τοῖ ς ἀποδέκταις αὐτὰ ταῦτα καθελ[ὼν] ἀπ[ὸ τῶν] ἐπιστυλίων, ὧν ἐν ταύτῃ τῇ ἡμέρ ᾳ δεῖ τὰ χρήματα καταβληθῆναι καὶ ἀπαλειφθῆναι· τὰ δ᾽ ἄλλα ἀπόκειται χωρίς, ἵνα μὴ προεξαλειφθῇ.

48.1 Εἰσι δ᾽ ἀποδέκται δέκα, κεκληρωμένοι κατὰ φυλάς· οὗτοι δὲ παραλαβόντες τὰ γραμματεῖα, ἀπαλείφουσι τὰ καταβαλλόμενα χρήματα ἐναντίον τῆς βουλῆς ἐν τῷ βουλευτηρίῳ, καὶ πάλιν ἀποδιδόασιν τὰ γραμματεῖα τῷ δημοσίῳ. κἄν τις ἐλ λίπῃ καταβολήν, ἐνταῦθ᾽ ἐγγέγραπται, καὶ διπλασιον ἀνάγκη τὸ ἐλλειφθὲν καταβ άλλειν ἢ δεδέσθαι, καὶ ταῦτα εἰσπράττειν ἡ βουλὴ καὶ δῆσαι κυρία κατὰ τοὺς ν όμους ἐστίν.

A4. Demosthenes 24: Against Timokrates (353/352BC)

ΝΟΜΟΣ

24.39 ᾽Επὶ τῆς Πανδιονίδος πρώτης, δωδεκάτῃ τῆς πρυτανείας, Τιμοκράτης εἶπε· καὶ εἴ τινι τῶν ὀφειλόντων τῷ δημοσίῳ προστετίμηται κατὰ νόμον ἢ κατὰ ψήφ ισμα δεσμοῦ ἢ τὸ λοιπὸν προστιμηθῇ, εἶναι αὐτῷ ἢ ἄλλῳ ὑπὲρ ἐκείνου ἐγγυητὰς καταστῆσαι τοῦ ὀφλήματος, οὓς ἂν ὁ δῆμος χειροτονήσῃ, ἢ μὴν ἐκτείσειν τὸ ἀρ γύριον ὃ ὤφλεν. τοὺς δὲ προέδρους ἐπιχειροτονεῖν ἐπάναγκες, ὅταν τις καθιστάν αι βούληται.

24.40 τῷ δὲ καταστήσαντι τοὺς ἐγγυητάς, ἐὰν ἀποδιδῷ τῇ πόλει τὸ ἀργύριον ἐφ᾽ ᾧ κατέστησε τοὺς ἐγγυητάς, ἀφεῖσθαι τοῦ δεσμοῦ. ἐὰν δὲ μὴ καταβάλῃ τὸ ἀργύρ ιον ἢ αὐτὸς ἢ οἱ ἐγγυηταὶ ἐπὶ τῆς ἐνάτης πρυτανείας, τὸν μὲν ἐξεγγυηθέντα δεδ έσθαι, τῶν δὲ ἐγγυητῶν δημοσίαν εἶναι τὴν οὐσίαν. περὶ δὲ τῶν ὠνουμένων τὰ τ έλη καὶ τῶν ἐγγυωμένων καὶ ἐκλεγόντων, καὶ τῶν τὰ μισθώσιμα μισθουμένων καὶ ἐγγυωμένων, τὰς πράξεις εἶναι τῇ πόλει κατὰ τοὺς νόμους τοὺς κειμένους. ἐὰν δ᾽ ἐπὶ τῆς ἐνάτης ἢ δεκάτης πρυτανείας ὄφλῃ, τοῦ ὑστέρου ἐνιαυτοῦ ἐπὶ τῆς ἐνάτης πρυτανείας ἐκτίνειν.

[Scholiast Demosthenes 24.40:

ἰστέον ὅτι ἐγγυητὰς παρεῖχον οἱ τελῶναι ἐξ ἀρχῆς, ἵνα ἕως τῆς ἐνάτης πρυτανε ίας εἰ μὴ καταβάλοιεν, τὰ διπλᾶ ἀνάγκην ἔχοιεν ἢ οὗτοι ἢ ἐκεῖνοι καταβάλλειν. καὶ γὰρ καὶ πάντες οἱ χρεωστοῦντες τοῦτο ἐποίουν· ὡς εὐθὺς <ὅσοι> ἐχρεώστου ν τῇ πόλει, ἀνάγκην εἶχον δοῦναι ἐγγυητάς, ὅτι πρὸ τῆς ἐνάτης πρυτανείας κατ αβαλοῦσι, καὶ ἔμενον ἄτιμοι, ἕως οὗ κατέβαλον. εἰ δὲ παρεγένετο ἡ ἐνάτη πρυτ ανεία καὶ μὴ κατέβαλον, τότε καὶ ἐδεσμοῦντο καὶ τὰ διπλᾶ κατέβαλλον καὶ ἐγγ υητὰς οὐκέτι ἐξῆν αὐτοῖς παρασχεῖν περὶ τῶν διπλῶν. ἅπερ νῦν βούλεται λῦσαι ὁ Τιμοκράτης, λέγων μὴ ἐγγυητὰς παρέχειν ἐξ ἀρχῆς, ἀλλ᾽ ἐν τῇ ἐνάτῃ πρυτανε

ίᾳ, ἵνα ἐν αὐτῷ τῷ μηνὶ ὅλῳ δυνηθῶσι καταβαλεῖν καὶ μὴ τὰ διπλᾶ, ἀλλὰ ἁπλᾶ. ἐὰν δέ, φησι, μὴ καταβάλλωσι μηδὲ ἐν τῇ ἐνάτῃ πρυτανείᾳ, τότε δεσμεῖσθαι.]

24.82 Εἶτα πῶς γέγραπται μετὰ ταῦτα; "καθιστάναι τοὺς ἐγγυητὰς ἢ μὴν ἐκτείσειν τὸ ἀργύριον ὃ ὤφλεν." ἐνταυθὶ πάλιν τῶν ἱερῶν μὲν χρημάτων τὴν δεκαπλασίαν ὑφῄρηται, τῶν δ᾽ ὁσίων, ὁπόσων ἐν τῷ νόμῳ διπλασιάζεται, τὸ ἥμισυ. πῶς δὴ τοῦτο ποιεῖ; γράψας ἀντὶ μὲν τοῦ τιμήματος τὸ ἀργύριον, ἀντὶ δὲ τοῦ "τὸ γιγνόμενον," "ὃ ὤφλεν."

24.83 διαφέρει δὲ τί; εἰ μὲν ἔγραψε καθιστάναι τοὺς ἐγγυητὰς ἢ μὴν ἐκτείσειν τὸ τίμηματὸ γιγνόμενον, προσπεριειλήφει τοὺς νόμους ἂν καθ᾽ οὓς τὰ μὲν διπλᾶ, τὰ δὲ καὶ δεκαπλᾶ γίγνεται τῶν ὀφλημάτων· ὥστ᾽ ἐκ τούτων ἦν ἀνάγκη τοῖς ὀφλοῦσιν τὸ γεγραμμένον τ᾽ ἐκτίνειν καὶ τὰς ἐκ τῶν νόμων προσούσας ζημίας καταβάλλειν. νῦν δ᾽ ἐν τῷ γράψαι "τὴν κατάστασιν εἶναι τῶν ἐγγυητῶν ἢ μὴν ἐκτείσειν τὸ ἀργύριον ὃ ὤφλεν," ἐκ τῆς λήξεως καὶ τῶν γραμμάτων ἐφ᾽ οἷς ἕκαστος εἰσήχθη ποιεῖ τὴν ἔκτισιν, ἐν οἷς πᾶσιν ἁπλοῦν ὅ τις ὤφλεν ἀργύριον γέγραπται.

24.96 ἔστιν ὑμῖν κύριος νόμος, καλῶς εἴπερ τις καὶ ἄλλος κείμενος, τοὺς ἔχοντας τά θ᾽ ἱερὰ καὶ τὰ ὅσια χρήματα καταβάλλειν εἰς τὸ βουλευτήριον, εἰ δὲ μή, τὴν βουλὴν αὐτοὺς εἰσπράττειν χρωμένην τοῖς νόμοις τοῖς τελωνικοῖς.

24.100 χρῆν γὰρ τοῦτό γέ σ᾽, ὦ Τιμόκρατες, προσγράψαι τῷ νόμῳ, ὅπερ ἐποίεις κατὰ τῶν τελωνῶν καὶ τῶν ἐγγυητῶν [τὰς πράξεις κατὰ τοὺς ὑπάρχοντας νόμους], " καὶ εἰ κατά τινων ἐν ἄλλῳ τινὶ νόμῳ ἢ ψηφίσματι τὰς αὐτὰς εἴρηται πράξεις ὠνὸφείλουσιν εἶναι, ἃς περὶ τῶν τελωνῶν, καὶ κατὰ τούτων εἶναι τὰς πράξεις κατὰ τοὺς ὑπάρχοντας νόμους."

24.101 νῦν δὲ κύκλῳ φεύγων τοὺς νόμους τοὺς τελωνικούς, ὅτι τὸ ψήφισμα τὸ Εὐκτήμονος εἴρηκε πράττειν τοὺς ὠφληκότας κατὰ τούτους τοὺς νόμους, διὰ ταῦτ᾽ οὐ προσέγραψε τοῦτο.

24.144 "οὐδὲ δήσω Ἀθηναίων οὐδένα, ὃς ἂν ἐγγυητὰς τρεῖς καθιστῇ τὸ αὐτὸ τέλος τελοῦντας, πλὴν ἐάν τις ἐπὶ προδοσίᾳ τῆς πόλεως ἢ ἐπὶ καταλύσει τοῦ δήμου συνιὼν ἁλῷ, ἢτέλος πριάμενος ἢ ἐγγυησάμενος ἢ ἐκλέγων μὴ καταβάλῃ,"

A5. [Demosthenes] 33: Against Apatourios (post 341BC)

33.8 λαβὼν δὲ [ἐγὼ] τὰς ἑπτὰ μνᾶς παρὰ τοῦ Παρμένοντος, καὶ τὰς τρεῖς ἃς προειλήφει οὗτος παρ᾽ ἐκείνου, ἀνθομολογησάμενος πρὸς τοῦτον, ὠνὴν ποιοῦμαι τῆς νεὼς καὶ τῶν παίδων, ἕως ἀποδοίη τάς τε δέκα μνᾶς ἃς δι᾽ ἐμοῦ ἔλαβεν, καὶ τὰς τριάκοντα ὧν κατέστησεν ἐμὲ ἐγγυητὴν τῷ τραπεζίτῃ.

33.10 ὡς δ᾽ ἤκουσα, τοῦτον μὲν ἀνοσιώτατον ἡγησάμην εἶναι τῷ ἐπιχειρήματι, ἐσκοπούμην δὲ ὅπως αὐτός τε ἀπολυθήσομαι τῆς ἐγγύης τῆς ἐπὶ τὴν τράπεζαν, καὶ ὁ ξένος μὴ ἀπολεῖ ἃ δι᾽ ἐμοῦ τούτῳ ἐδάνεισεν. καταστήσας δὲ φύλακας τῆς νεὼς διηγησάμην τοῖς ἐγγυηταῖς τῆς τραπέζης τὴν πρᾶξιν, καὶ παρέδωκα τὸ ἐνέχυρον, εἰπὼν αὐτοῖς ὅτι δέκα μναῖ ἐνείησαν τῷ ξένῳ ἐν τῇ νηί. ταῦτα δὲ πράξας κατηγγύησα τοὺς παῖδας, ἵν᾽ εἴ τις ἔνδεια γίγνοιτο, τὰ ἐλλείποντα ἐκ τῶν παίδων εἴη.

33.11 .... ὁ δ᾽ ὥσπερ ἀδικούμενος, ἀλλ᾽ οὐκ ἀδικῶν ἐμέμφετό μοι, καὶ ἠρώτα εἰ οὐχ ἱκανόν μοι εἴη αὐτῷ ἀπολυθῆναι τῆς ἐγγύης τῆς πρὸς τὴν τράπεζαν, ἀλλὰ καὶ ὑπὲρ τοῦ ἀργυρίου τοῦ Παρμένοντος τὴν ναῦν κατεγγυῶ καὶ τοὺς παῖδας, ...

A6. [Demosthenes] 43: Against Macartatus (the late 340'sBC)

NOMOI

43.58 Τοὺς δὲ μὴ ἀποδιδόντας τὰς μισθώσεις τῶν τεμενῶν τῶν τῆς θεοῦ καὶ τῶν ἄλλων θεῶν καὶ τῶν ἐπωνύμων ἀτίμους εἶναι καὶ αὐτοὺς καὶ γένος καὶ κληρον όμους τοὺς τούτων, ἕως ἂν ἀποδῶσιν.

A7. [Demosthenes] 53: Against Nikostratos (366 or 365BC)

53.26 οὗτοι γάρ, ὅτε οἱ δικασταὶ ἐβούλοντο θανάτου τιμῆσαι τῷ ᾽Αρεθουσίῳ, ἐδέ οντο τῶν δικαστῶν χρημάτων τιμῆσαι καὶ ἐμοῦ συγχωρῆσαι, καὶ ὡμολόγησαν α ὐτοὶ συνεκτείσειν.

53.27 τοσούτου δὴ δέουσιν ἐκτίνειν καθ᾽ ἃ ἠγγυήσαντο, ὥστε καὶ τῶν ὑμετέρων ἀμφισβητοῦσι. καίτοι οἵ γε νόμοι κελεύουσι τὴν οὐσίαν εἶναι δημοσίαν, ὃς ἂν ἐ γγυησάμενός τι τῶν τῆς πόλεως μὴ ἀποδιδῷ τὴν ἐγγύην· ὥστε καὶ εἰ τούτων ἦν τὰ ἀνδράποδα, προσῆκεν αὐτὰ δημόσια εἶναι, εἴπερ τι τῶν νόμων ὄφελος.

A8. [Demosthenes] 58: Against Theocrines (c340BC)

58.14 ἕτερον δὲ τρίτον (νόμον), ὃς ὁμοίως κελεύει κατὰ τε τῶν ὀφειλόντων τῷ δ ημοσίῳ τὰς ἐνδείξας τὸν βουλόμενον ποιεῖσθαι τῶν πολιτῶν, καὶ ἐάν τις ὀφείλῃ τῇ ᾽Αθηνᾷ ἢ τῶν ἄλλων θεῶν ἢ τῶν ἐπωνύμων τῳ. ὃ φανήσεται οὗτος, ὀφείλων καὶ οὐκ ἐκτετεικὼς ἑπτακοσίας δραχμάς, ἃς ὤφλεν ἐν ταῖς εὐθύναις τῷ ἐπωνύμ ῳ τῆς αὐτοῦ φυλῆς.

A9. Xenophon: Poroi (355BC)

4.18 Οὐκοῦν τιμὴν μὲν ἀνθρώπων εὔδηλον ὅτι μᾶλλον ἂν τὸ δημόσιον δύναιτο ἢ οἱ ἰδιῶται παρασκευάσασθαι. τῇ γε μὴν βουλῇ ῥᾷδιον καὶ κηρῦξαι ἄγειν τὸν βουλόμενον ἀνδράποδα καὶ τὰ προσαχθέντα πρίασθαι.

4.19 ἐπειδὰν δὲ ὠνηθῇ τί ἂν ἧττον μισθοῖτό τις παρὰ τοῦ δημοσίου ἢ παρὰ τοῦ ἰ διώτου, ἐπὶ τοῖς αὐτοῖς μέλλων ἕξειν; μισθοῦνται γοῦν καὶ τεμένη καὶ οἰκίας κ αὶ τέλη ὠνοῦνται παρὰ τῆς πόλεως.

4.20 ῞Οπως γε μὴν τὰ ὠνηθέντα σῴζηται τῷ δημοσίῳ ἔστι λαμβάνειν ἐγγύους π αρὰ τῶν μισθουμένων, ὥσπερ καὶ παρὰ τῶν ὠνουμένων τὰ τέλη. ἀλλὰ μὴν καὶ ἀδικῆσαί γε ῥᾷον τῷ τέλος πριαμένῳ ἢ τῷ ἀνδράποδα μισθουμένῳ.

A10. IG I^3 84 (418/417BC)

θεοί·
[ἔ]δοχσεν τêι βολêι καὶ τôι δέμοι· Πανδιονὶς ἐπρυτάνευε, ᾽Αριστόχ
[σ]ενος ἐγραμμάτευε, ᾽Αντιοχίδες ἐπεστάτει, ᾽Αντιφôν ἦρχε, ᾽Αδόσιο
[ς ε]ἶπε· ἦρχσαι τὸ hιερὸν τô Κόδρο καὶ τô Νελέος καὶ τêς Βασίλες
κ[α]
ὶ μισθôσαι τὸ τέμενος κατὰ τὰς συνγραφάς. οἱ δὲ πολεταὶ τὲν ἦρχσ[ι]
ν ἀπομισθοσάντον. τὸ δὲ τέμενος ὁ βασιλεὺς ἀπομισθοσάτο κατὰ [τ]
ὰς χσυνγραφὰς, καὶ τὸς ὁριστὰς ἐπιπέμφσαι ὁρίσαι τὰ hιερὰ ταῦτα,
ὅπος ἂν ἔχει ὸς βέλτιστα καὶ εὐσεβέστα<τα>. τὸ δὲ ἀργύριον ἐς τὲν ἦρχ
σιν ἀπὸ τô τεμένος εἶναι. πρâχσαι δὲ ταῦτα πρὶν ἢ ἐχσιέναι τένδε
τὲν βολέν, ἢ εὐθύνεσθαι χιλίασι δραχμêσι ἕκαστον κατὰ τὰ εἰρε
μένα ν ᾽Αδόσιος εἶπε· τὰ μὲν ἄλλα καθάπερ τêι βολêι, ὁ δὲ βασιλεὺς μ
[ι]σθοσάτο καὶ οἱ πολεταὶ τὸ τέμενος τô Νελέος καὶ τêς Βασίλες κα
[τ]ὰ τὰς χσυνγραφὰς εἴκοσι ἔτε· τὸν δὲ μισθοσάμενον ἦρχσαι τὸ hιε
[ρ]ὸν τô Κόδρο καὶ τô Νελέος καὶ τêς Βασίλες τοῖς ἑαυτô τέλεσιν· ὁπ
[ό]σεν δ᾽ ἂν ἄλφει μίσ[θ]οσιν τὸ τέμενος κατὰ τὸν ἐνιαυτὸν ἕκαστον, κ
αταβαλλέτο τὸ ἀργύριον ἐπὶ τêς ἐνάτες πρυτανείας τοῖς ἀποδέκ
ται[ς], οἱ δὲ ἀποδέκται τοῖς ταμίαισι τôν ἄλλον θεôν παραδιδόντον
[κ]ατὰ τὸν νόμον· ὁ δὲ βασιλεὺς ἐὰν μὲ ποιέσει τὰ ἐφσεφισμένα ἐ ἄλλ
ος τις οἷς προτέτακται περὶ τούτον ἐπὶ τêς Αἰγείδος πρυτανεί
ας, εὐθυνέσθω μυρίεσι δραχμêσιν. τὸν δὲ ἐονεμένον τὲν ἰλὺν ἐκκο
μίσασθαι ἐκ τêς τάφρο ἐπὶ τêσδε τêς βολêς ἀποδόντα τὸ ἀργύριον
τôι Νελεῖ ὅσο ἐπρίατο· ὁ δὲ βασιλεὺς ἐχσαλεψάτο τὸν πριάμενον τ
ὴν ἰλύν, ἐπειδὰν ἀποδôι τὲμ μίσθοσιν· τὸν δὲ μισθοσάμενον τὸ τέμ
ενος καὶ ὁπόσο ἂν μισθόσεται ἀντενγραφσάτο ὁ βασιλεὺς ἐς τὸν τ
οῖχον καὶ τὸς ἐγγυετὰς κατὰ τὸν νόμον ὅσπερ κεῖται τôν τεμενôν.
τὸ δὲ φσέφισμα τόδε, ὅπος ἂν ἒι εἰδέναι τô[ι] βολομένοι, ἀναγράφσα
ς ὁ γραμματεὺς ὁ τêς βολêς ἐν στέλει λιθίνει καταθέτο ἐν τôι Νελεί
οι παρὰ τὰ ἴκρια· οἱ δὲ κολακρέται δόντον τὸ ἀργύριον ἐς ταῦτα νν
μισθôν δὲ βασιλέα τὸ τέμενος τô Νελέος καὶ τêς Βασίλες κατὰ
τάδε· τὸν μισθοσάμενον ἦρχσαι μὲν τὸ hιερὸν τô Κόδρο καὶ τô Νελέ
ος καὶ τêς Βασίλες κατὰ τὰς χσυνγραφὰς ἐπὶ τêς βολêς τêς εἰσιόσ
ες, τὸ δὲ τ[έ]μενο[ς] τô Νελέος καὶ τêς Βασίλες κατὰ τάδε ἐργάζεσθαι·
φυτεῦσαι φυτευτέρια ἐλαỗν μὲ ὅλεζον ἒ διακόσια, πλέονα δὲ ἐὰν β
όλεται, καὶ τêς τάφρο καὶ τô ὕδατος κρατêν τô ἐγ Διὸς τὸν μισθοσά
μενον, ὁπόσον ἐντὸς ῥεῖ τô Διονυσίο καὶ τôν πυλôν ἓ<ι> ἅλαδε ἐ[χ]σελα
ύνοσιν οἱ μύσται καὶ ὁπόσον ἐντὸς τêς οἰκίας τêς δεμοσίας καὶ τ
ôν πυλôν αἳ ἐπὶ τὸ ᾽Ισθμονίκο βαλανεῖον ἐκφέροσι· μισθôν δὲ κατὰ
εἴκοσι ἐτôν.

A11. IG I^3 133: (434/433BC)

καὶ hόστις [ἂν ·····24·····]
ος ἐγγυετ[ὰ]ς κα[ὶ τὸ πλêθ]ος τô ἀργυρίο [χσύμπαντος ···7···· ἀναγράφσαν]
τες ἐμ π[ιν]ᾳκίοι μ[ετὰ τὲν] ἐορτὲν κατα[θέντον ·····21·····]

A12. IG I^3 258: (425-413BC)

[ἔδ]οξεν Πλωθειεῦσι· ᾽Αριστότιμος [ε]
[ιπ]ε· τὸς μὲν ἄρχοντας τῶ ἀργυρίο ἀ[ξ]
[ιό]χρεως κυαμεύεν ὅσο ἐκάστη ἡ ἀρ[χ]
[ἠ ἄ]ρχει, τούτος δὲ τὸ ἀργύριον σῶν [π]
[αρ]έχεν Πλωθεῦσι, περὶ μὲν ὅτο ἐστ[ὶ]
[ψ]ήφισμα δανεισμῶ ἢ τόκος τεταγ[μέ]
ϙος κατὰ τὸ ψήφισμα δανείζοντα[ς κ]
[α]ὶ ἐσπράττοντας, ὅσοϙ δὲ κατ᾽ ἐν[ιαυ]
[τ]ὸν δανείζεται δανείζοντας ὅ[στι]
ς ἂν πλεῖστον τόκον διδῶι, ὃς ἂν [πεί]
[θ]ηι τὸς δανείζοντας ἄρχοντα[ς τιμ]
ήματι ἢ ἐγγυητῆι.

A13. IG I^3 476 XIII Col I LL46-54 and XIII Col II LL270-278 (408/407 BC)

hενκ
αυταῖς, τὸ κυμάτιον hενκέα[ν]
τι τὸ hεπὶ τôι hεπιστυλίο[ι τ]
ôι hεντός, πεντόβολον τὸ[ν πό]
δα hέκαστον, μισθοτὲς Δι[ονυ]
σόδορος ἐμ Μελίτει hοικ[ôν, h]
εγγυετὲς hερακλείδες ᾽Ο[ἐθε]
ν 30 drs

ἐνκαυτῆι τὸ κυμάτι
ον ἐνκέαντι τὸ hεπὶ τôι hεπι
στυλίοι τôι hεντός, πεντόβο
λον τὸν πόδα hέκαστον, πόδας
hεκατὸν δεκατρῆς, μισθοτῆι
προσhαπέδομεν πρὸς hôι πρό
τερον εἶχε, Διονυσοδόροι ἐμ
Μελίτει hοικôντι, hεγγυετὲ
ς hερακλείδες, ᾽Οἐθεν, 44 drs 1 ob

A14. IG II^3 429 and SEG 35.62 (337-336 BC)

IG II^3 429

[χειροτονῆσαι δὲ τὸν δῆμον ·····19····· δύο]
[ἄνδ]ρας ἐξ ᾽Αθηναίων ἁπάντων, οἵτινες ἐπιμελήσονται τῶν ἔργων [τῶν εἰς τὰ μακρὰ τείχη καὶ εἰς τὰ περὶ τὴν ᾽Ητιώνειαν καὶ τὸν ἅλ λον Πειραιᾶ],
[ὅπ]ως ἂν ἐξεργάζωνται οἱ μισθοσάμενοι κατὰ τὸν ἐνιαυτὸν ἕκασ[τον ····· ·····48····· διδόναι δὲ]
[ἑκ]ατέρωι αὐτῶν τρεῖς ὀβολοὺς τῆς ἡμέρας ἐκ τῶν τειχοποιικῶν, τοὺ[ς δὲ θεσμοθετας ·····19····· διδόναι τοῖς τειχοποιοῖς καὶ το]
[ῖ]ς ἠιρημένοις ἐπὶ τὰ τείχη ἡγεμονίαν δικαστηρίου ὅταμ παραγ[····· ·····59····· μ]
ἢ ἐξεργάζωνται, εἶναι κατ᾽ αὐτῶν τὰς αὐτὰς τιμωρίας καθάπερ περ[ὶ ····· ···22·····, ἐπιμελεῖσθαι δὲ τοὺς ἐπὶ τὰ τείχη ἠιρημένο]

υς μετὰ τῶν τειχοποιῶν καὶ τῶν ταμιῶν καὶ τῶμ μακρῶν τειχῶν καὶ [τ
ῶμ περὶ τὴν Ἠτιώνειαν καὶ τὸν ἄλλον Πειραιᾶ, ὅπως οἱ μισθ
ωσάμενοι ἐξερ]
[γ]άζωνται τὰ ἔργα καὶ εἴ τινες τῶμ μισθωσαμένων ἢ ἐγγυησαμένων Α[··
·····51····· εἰσάγει]
35 [ν] τούτους εἰς τὸ δικαστήριον. τὴν δὲ βουλὴν τὴν ἀεὶ βουλεύουσαν ε·····
·····58·····
Ν μίαν ἡμέραν τῆς πρυτανείας ἑκάστης βουλῆς ἔδραν περὶ τῶν τειχ[·····
·····57····· τ]
οὺς ἡιρημένους καὶ τοὺς ταμίας τῆς θεοῦ καὶ τοὺς τειχοποιούς.

SEG 35.62 restorations of Thür (1985) LL30-35 (line numbers adjusted to correspond with those in IG II^3 429):

τοὺ[ς δὲ θεσμοθετας ἡμέραν ἐπικληροῦντας διδόναι τοῖς τειχοποιοῖ
ς καὶ το]
31 [ῖ]ς ἡιρημένοις ἐπὶ τὰ τείχη ἡγεμονίαν δικαστηρίου ὅταμ παραγ[γέλλωσι
ν ἢ εὐθύνεσθαι χιλίαις (μυρίαις) δραχμαῖς· ἐὰν δὲ οἱ μισθωσάμενοι τ
ὰ ἔργα μ]
ὴ ἐξεργάζωνται, εἶναι κατ᾽ αὐτῶν τὰς αὐτὰς τιμωρίας καθάπερ περ[ὶ τῶν
ἄλλων ὑπερημέρων γέγραπται· ζημιοῦν δὲ τοὺς ἐπὶ τὰ τείχη ἡιρημέ
νο]
υς μετὰ τῶν τειχοποιῶν καὶ τῶν ταμιῶν καὶ τῶμ μακρῶν τειχῶν καὶ [τ
ῶμ περὶ τὴν Ἠτιώνειαν καὶ τὸν ἄλλον Πειραιᾶ, ἕως ἂν οἱ μισθωσ
άμενοι ἐξερ]
34 [γ]άζωνται τὰ ἔργα· καὶ εἴ τινες τῶμ μισθωσαμένων ἢ ἐγγυησαμένων ἀ[π
ειθοῦσιν ταύταις ταῖς ζημίαις τοὺς ἐπὶ τὰ τείχη ἡιρημένους εἰσάγει]
[ν] τούτους εἰς τὸ δικαστήριον.

The following is the restoration of L34 suggested by Scafuro (2006:45) (exempli gratia):

[γ]άζωνται τὰ ἔργα καὶ εἴ τινες τῶμ μισθωσαμένων ἢ ἐγγυησαμένων ἀ[πειθοῦσιν τοῖς κατὰ τὰς συγγραφὰς τοὺς τειχοποιοὺς αὐτίκα μάλα εἰσάγει]

A15. IG II^2 463 and Ath. Ag.16.109 (307/306BC)

21 το[ὺς δὲ ἀ]ρχ[ιτ]έκ[τ]ονα[ς καὶ]
[τὸν ἐπὶ τῆι διοικήσει ·····13·····]τ····8····ωσιν ο[ἰ] μισθ[ω]σά[μενο]ι ···6···δεο
··4··
·····32····· ὅ[ρκωι πι]σ[τῶ]σαι ἐν τῆι [β]ουλ[ῆι κ]ατὰ [τὸν ν]όμ[
ον ··3·]
·····27·····λ··σ[··3· τῶν ἐν] τ[ῶ]ιδε τῶι ψηφ[ίσ]μ[ατι] γεγραμμένωι
ο··3·
25 ·····30·····Ξ[··3· συλλ]αβοῦσαν κολ[άζ]ειν τ[ὸ]ν μὴ πειθαρχοῦν[τα
·]
[·····19····· ὅσα δ᾽ ἄν τι]ς [τῶ]ν [μεμισθ]ωμ[έ]νων παραλ[ά]βε[ι] ἐ[ν] τ[
ῶ]ι μέρει [τ]ῶι νεμη[θέ]
[ντι αὐτῶι ·····18·····]λι[α καὶ τὰς παρ]ό[δ]ο[υ]ς καὶ τἆλλ᾽ ὅσ᾽ ἂ[ν] ἦι ἐ
πὶ τ[οῦ] τε[ί]χους ι·
·····26·····ν[···6··· τοῦ τεί]χους κ[α]ὶ εἰς τὸ μ[ητ]ρῶιον πρὸ[ς] τὸν δ
ημ[όσ]
[ιον ·····18····· ἀναγράψ]α[ι τό τε ὄνομ]α τοῦ μεμισθωμέν[ου] καὶ τὸ ἀ
ργύριον ὅσ[ου]

[ἂν μισθώσηται, ὅπως ἐξῆι τῶι βου]λομ[ένωι Ἀ]θη̣[ν]ᾴων εἰδέναι καὶ ἐ[ξετ]άζ[ει]ν τ[ὰ] περὶ τὰ τ[είχη]
[χη ·····29·····] ἀνα[γρ]ά[ψ]αι δὲ τόδε τὸ ψήφ[ι]σ[μ]α τὸ[ν κ]ατ[ὰ] πρυτανεία
[ν γραμματέα προσθέντα? τὰς συγγραφὰς] ἃς ἂν [εἰσ]ενέγκω[σι]ν οἱ ἀρχ[ι]τ[έ]κ[τονε]ς [καὶ] στ[ῆσαι ἐ]
[ν τῆι ἀκροπόλει, εἰς δὲ τὴν ἀναγραφὴν] τ[ῆ]ς σ[τ]ή̣λη̣ς δοῦναι τὸν ταμί
α[ν τ]ου δ[ήμ]ου 50 δρα[χμὰς ἐ]
[κ τῶν εἰς τὰ κατὰ ψηφίσματα ἀναλισκ]ο̣μένων [τ]ῶ[ι] δήμωι.

[τῶι] δὲ <[τετάρ]>τ[ωι] ἔτ[ε]ι [π]αρέξει ὀ[ρθὰ καὶ στ]έγοντα πάντα [κ]αὶ σ
ᾶ καὶ ἐντε[λῆ κατ]
ὰ τὰς συ[γ]γ[ρ]α[φὰς συ]ν[τετ]ε̣λε̣[σμ]ένα· ἐ̣ὰν δέ τινε[ς βούλ]ωνται τῶν μεμισθωμενων πλείω σ[υντελ]
[εῖ]ν ἔργ[α] τῶν ἀ[ποτε]τ[αγμέ]ν[ων εἰς] τὸν ἐνι[α]υτὸν, [ἐξεῖ]ναι αὐτοῖς πλὴν τῆς κονιάσεως [καὶ ὁ τ]
[αμ]ίας μεριεῖ τὰ̣ργύ[ρι]ον σ[ύμπ]αν πρὸς τὰ ἐξῆ[ς γενό]μενα τῶν ἔργων· παρέξουσι δὲ αὐτο[ῖ ἐα]
[υτ]οῖς ἅ[π]αντα ὅσων ἂ[ν δ]έ̣ω̣ν[ται] ε[ἶ]ς τὰ ἔργα πλὴ[ν ἐά]ν τι μέχρι τ
οῦ λιθολογήματος πέση[ι ἢ κα
[τὰ] πόλε[μ]ον κινηθ[ῆ]ι· ἐ̣γγυητ[ὰς] δὲ κα[τ]αστήσαν[τε]ς λήψονται κατὰ τὸν νόμον τὸ ἀργύρι[ον κα]
[τὰ τ]ὸν ἐνιαυτὸν ἕκαστον· ὅσ[αι δὲ] τῶν παρ[ό]δω[ν στ]ενότεραι εἰσι[ν] καὶ γεγεισηποδι[σ]μέ[ναι]
[λιθ]ίνωι γεισηποδίσμ̣ατι ὑ̣[πο]ικοδομήσ[ε]ι σ[τοχ]ους λιθολογήσας ὕψος ὑπὲρ γῆς τρι᾽ ἡμ[ιπό]
[δια] πλάτος πενθη[μ]ιποδίο̣υ[ς δ]ιαλείπον[τα]ς [ἀπ᾽ ἀ]λλήλων δέκα πόδας καὶ τοὺς ΑΝΑΚΛ[···6···]
[παρ]έσται δὲ καὶ [ἀ]τ[έ]λεια στ[ρα]τείας τοῖ[ς μισθ]ωσαμένοις τὰ ἔργα τ
ὰ περὶ τὰ τείχη [εἰς τετ]
[ραε]τίαν· κατὰ τάδε ἔνειμαν ο[ἱ ἀ]ρχιτέκ[τονες τ]ὰ μέρη τοῦ τείχους· πρ
ώτ[η μ]ερὶς τοῦ [νοτίου]
[τεί]χους. vacat
κατὰ τάδε μεμίσθωται τὰ ἔρ[γα τὰ πε]ρὶ τὰ τείχη εἰς τὴν τετραετίαν

Col. I.

[τοῦ β]ορείου τείχους πρώτη μερὶς
[ἀπὸ τ]οῦ διατειχίσματος μέχρι τῶν
[πρώτω]ν πυλῶν καὶ τὰς διόδους
[··5··] 400 drs vacat
[μισθωτ]ής· vacat
[····8····]ης Χίωνος Κορυ[δα]λλ[ε]ύ[ς]
[– – – – – – – – – – – – – –]

Col. II.

τοῦ νοτίου [τε]ίχους π[έμ]πτ[η μερὶς ἀπὸ]
τοῦ διατειχ[ί]σματος τ[οῦ ἐμ Πειραιεῖ]
μέχρι τοῦ Κηφ[ι]σοῦ vacat
vacat
ἕκτη μερὶς ἀπὸ [τ]οῦ Κ[ηφισοῦ μέχρι τοῦ]
[.]PE[.]O[..]NO[– – – – – – – – – – – – – –]
[– –]

Col. III.

[τοῦ ἄ]στεως πρώτη μερὶς ἀπὸ τοῦ διατει
[χίσμ]ατος τοῦ νοτίου τείχους μέχρι τῶν
[῾Ιτων]ίδων πυλῶν 2 tals 1000 drs μισθωταί·
[··4··]τας Μενεκράτους ᾽ισοτελής,
[···5··]ς Νικηράτου ῾Ηρακλεώτης ᾽ισοτε(ής)·
[ἐγγυη]ταί: Δίκαιος Δικαιογένου Κολωνῆ(θεν),
[···6···]ος Νικολό[χ]ου Φαληρεύς,
[Σμίκυ]θος Σμικύθου ᾽Αναφλύστιος,
[----]ς Χ[αρ]ιδήμου ᾽Ικαριεύς,
[---------]Ι[.] Μελανώπου ἐκ Κοίλης,
[----------]ου Παιανιεύς,
[-------------------------]

Col. IV.

πέμπτη μερὶς ἀπὸ [---μέχρι τῶν]
πυλῶν τῶν πρὸς [῾Αχαρνάς?]·
μισθωτής: Φιλιστίδης [Αἰ]σ[χ]ύ[λου Περιθοίδης]·
ἐγγυηταί: Μεγακλῆς Μενίππ[ου ᾽Αχαρνεύς],
Μένιππος Μεγακλέους ᾽Α[χ]α[ρνεύς],
Εὐκτήμων Αἰσ[χύ]λου Π[εριθοίδης],
Εὐ[··]Ο[··]Ε[----------].
῞Εκτη μερὶς ἀπὸ τῶν [πυλῶν τῶν πρὸς
᾽Αχαρνὰς(?) μέχρι τῶν]
῾Ιππάδων: 5 tals: [μισθωτής:]
Σωσίστρα[τος ----------]
ἐγγυη[ταί: ----------]
[-------------------------]

A16. IG II^2 1168 (third century BC?)

τοὺς δὲ μισ[θωσαμένου]
ς καὶ τοὺς ἐνγ[υ]ητὰς ἀφ᾽ [οὗ ἂν παραδῶσι τὴν μί]
σθωσιν ἀποδιδόναι καὶ [καταβάλλειν τὸ]
μὲν πρῶτον μέρος τῆς μι[σθώσεως ἀρχομέν]
ου τοῦ ἐνιαυτοῦ, τὸ δὲ δεύτε[ρον μέ]
ρος τοῦ Γαμηλιῶνος μηνός, [τὸ δὲ τ]
ελευταῖον τοῦ Θαργηλιῶν[ος μηνὸς· ἀπο]
διδόναι δὲ τῶι ταμίαι καὶ τοῖ[ς ἀεὶ οὖσιν?]
ἐπιμελητα῀ς τῆς φυλῆς· ἐὰν [δ]ὲ [μὴ ἀ]
ποδιδῶσιν κατὰ τὰ[ς] γενομένα[ς συγγραφάς, ἐ]
νεχυρασίαν εἶναι αὐ[τ]ῶ[ν ·3··] τῶι [ταμί]
αι καὶ τοῖς ἐπιμελητα῀ς· τὰς δὲ [ἐνεχυρ]
ασίας ἐκ τῶν τοῦ μι[σ]θωσαμένου [εἶναι κα]
ὶ τοῦ ἐγγυητοῦ αὐτοῦ τροφῶν(?)

A17. IG II^2 1241: (300/299BC)

....αρχος εἶπεν· δεδόχθαι Δυα[λεῦσιν]
μισθῶσαι τὸ χωρίον τὸ Μυρρινο[ῦντι τὸ]
[κ]οινὸν Δυαλέων Διοδώρωι κατὰ συν[θήκ]

[α]ς τάσδε· κατὰ τάδε ἐμίσθωσαν τὸ χωρί[ο]
ν τὸ Μυρρινοῦντι ο[ἰ] φρατρίαρχοι Κα[λλ]
ικλῆς ᾽Αριστείδου Μυρρινούσιος κα[ὶ Δ]
ιοπείθης Διοφάντου Μυρρινούσιος [κα]
ὶ τὸ κοινὸν Δυαλέων τὴν Σακίνην καλ[ου]
μένην ἔτη δέκα, νν ὥι γείτων βορρᾶθεν κ̣
[ῆ]πος, νοτόθεν ᾽Ολυμπιοδώρου χωρίον, ἡλ
ίου ἀνιόντος ὁδός, δυομένου ᾽Ολυμπιοδ
ώρου χωρίον, Διοδώρωι Κ[α]νθάρου Μυρρι
νουσίωι 600 drs νν τοῦ ἐνιαυτοῦ ἑκάστου ἀτ
[ε]λὲς καὶ ἀνεπιτίμητον τ̣ῷ̣[ν] τε ἐγδικ[ασ]
άντων καὶ πολεμίων ἐγβολῆς καὶ φιλίο
υ στρατοπέδου καὶ τελῶ[ν κ]αὶ [ε]ἰσφορᾶς
καὶ τῶν ἄλλων ἁπάντων· ἐπ[ι]σκ[ε]υάζειν δ
ὲ τὴν οἰκίαν Διόδωρον ΓΛ··Κ̣ΜΕΝ····7···ΜΕ
/// /// Ι τὰς ἀμπέλους τῶν Δυ[αλ]έων Κ̣ΛΛΣΙΜΝ
·ειναι τοῖς φρατριάρχ[οις], κα[ὶ] σκάψει
τὰς ἀμπέλους δὶς κατ[ὰ πα]σ[ῶν] τῶν ὡρῶν· σ
[π]ερεῖ δὲ τῆς γῆς σίτωι τὴν ἡμίσειαν, τῆ
ς δὲ ἀργοῦ ὀσπρεύσει ὀπό[ση]ν ἂν βούλητ
αι· ἐργάσεται δὲ καὶ τἄλ[λα] δέν[δρ]α τὰ ἥμ
ερα· ἀποδιδόναι δὲ τῆ[ς] μ[ι]σθώσεως τὴν μ
[ὲ]ν ἡμίσειαν μηνὸς Βοηδρομιῶνος ἔνηι,
τὴν δ᾽ ἡμίσειαν μηνὸς ᾽Ελαφηβολιῶνος [ἔ]
[ν]ηι τοῖς φρατριάρχοι[ς] Δυαλέων τοῖς [ἀ]
[ε]ὶ φρατριαρχοῦσιν· ἄ[ρ]χει τῆς μισθώσε
ως ὁ ἐπὶ ῾Ηγεμάχου Μουνιχιών· μὴ ἐξεῖνα
ι δὲ Διοδώρωι κόψαι τῶν δένδρων τῶν ἐ[κ]
τοῦ χωρίου μηθὲν μηδὲ τὴν οἰκίαν καθ[ε]
λεῖν· ἐὰν δὲ μὴ ἀποδιδῶι τὴν μίσθωσιν ἐ
[ν] τοῖς χρόνοις τοῖς γεγραμμένοις ἢ μὴ
[ἐ]ργάζηται τὸ χωρίον κατὰ τὰ γεγραμμέ
[ν]α, ἐξεῖναι τοῖς φρατριάρχοις καὶ Δυα
[λεῦ]σιν ἐνεχυράζειν πρὸ δίκης καὶ μισ
θῶσαι ἑτέρωι τὸ χωρίον ὧι ἂν βούλωντα
[ι], καὶ ὑπόδικος ἔστω Διόδωρος ἐάν τι π[ρ]
[οσ]οφείλει τῆς μισθώσεως ἢ καθέλε[ι] τ[ι]
[τ]ῆς οἰκίας ἢ κόψει τι τῶν ἐκ τοῦ χωρίου·
[ἐὰ]ν δὲ βούληται ἐν τοῖς δέκα ἔτεσιν Διόδω
[ρ]ος ἢ οἱ κληρονόμοι αὐτοῦ, καταβαλόντ
[ων] Δυαλεῦσιν 5000 δραχμάς, καὶ ἐάν τινα μί
σθωσιν προσοφείλωσιν, ἀποδ[ό]σθ[ω]σ[α]ν α
[ὐ]τοῖς οἱ φρατρίαρχοι καὶ Δυαλεῖς τὸ χ
[ωρί]ον κομισάμενοι τὸ ἀργύριον· ἐὰν δ[ὲ]
[μὴ] καταβάλωσιν τὰς 5000 ν καὶ ἐάν τι προσ[ο]
[φ]είλωσιν τῆς μισθώσεως ἐν τοῖς δέκα ἔ
τεσιν, μὴ εἶναι Διοδώρωι μηδὲ τῶν Διοδ
ώρου μηθενὶ συνβόλαιον πρὸς τὸ χωρ[ί]ο
ν τοῦτο μηθὲν καὶ μισθωσάντωσαν Δυαλ
εῖς ὧι ἂν βούλωνται τοῦ πλείστου. ἀναγ
ράψαι δὲ τὴν μίσθωσιν ταύτην ἐν στήλε
ι λιθίνει τοὺς φρατριάρχους καὶ στ[ῆσ]
[αι] ἐπὶ τὸ χωρίον.

A18. IG II^2 1590a (before mid fourth century BC)

– – – – – – – – – – – – –Ạ̣Δ– –
– – – – – – – – – – – –Ạ̣Ṇ[·]Ο– – – – – – – – – – – – – – – – – – –
[·····10····· τὴ]ν Συπταλ[ίαν] {Ψυττάλειαν} Μύρω[ν – – – – – –]
[ἐγγυηταὶ] Σμικυθίων Σμικύθο ʾΕλευσίνιο[ς – – – – – –]
[– – – ʾΕ]λευσίνιος : 80 drs : τὴν Βο<σ>φαγέαν [Ναύμαχος]
···6···δο Περιθοίδης : ἐγγυηταὶ Ναυσιγένης Να[υσικλέος]
⟦[Αν]αγυράσιος :34drs: Βοειοτομίαν : μι(σθωτὴς) : ⟦Διόφαντο[ς – – – : ἐγ(γυητὴς) :]
⟦Αγνόθεος⟧ Πειραιεὺς : 2 drs 3 obs : Κολοῦριν Ναύμα[χος – –]
[·]ḍ[ο] Περιθοίδης : ἐ[γ]γυη[τὴς] Σμικυθίων ʾΙσον[ό]μ[ο – –]
·· :16 drs : κεφάλ[αιον – – –] 2 drs 3 obs. vac.

A19. IG II^2 1593 and SEG 48.155 with SEG 52.142 (336-324BC)

Col II

[. . . 7 . . . . Φα]ληρεύ[ς . . . . 10 . . . .]
[. . .7 . . . .]ν[.].χε[. .]εΛΛ[. . . . 8 . . . .]
[ὠνητής:] Μέ[ναν]δ[ρο]ς ʿΑλι[μούσιος]
[ἐγγυητής]: Σο[. . . 5 . .]θης Αλ[. . . 5 . .]
[ὠνητής: ʾΑ]ριστό[μαχ]ος ʿΑλαι[εύς v]
[ἐγγυητής:] Φίλ[ιπ]π[ος ʿΑ]λαιεύς [v v v v]
[ὠνητής:] ʾΑρισ[τ]ό[μ]α[χο]ς ʿΑλαιεύς [v v]
[ἐγ]γυ[η]τὴς ʾΑ[στυά]ν[α]ξ ʿΑλαιεύς [v v v]
[ὠ]ν[η]τ[ὴ]ς ʾΑρ[. . 5 . .]ος Σκαμβων[ίδης v]
[ἐγ]γυη[τ]ὴς Σπο[υ]δίας ʾΟῆθε[ν v v v v]
[ὠνητὴς ʾΑ]ρ[ί]στανδρος Κολ[. . 6 . . . .]
ἐγγ[υητὴς . . .]Λίας ʾΕρχι: ὠ[νητής v v]
[. . . 6 . . .] [. . Φ]λυεὺς ἐγ[γυητής v v]
[. . . 7 . . .]λ[. . .]ς Παιανι: ὠν[ητής]
[. . . . . 10 . . . . . .]ς Μελιτε ἐγγ[υητὴς]
[. . 4 . .ω]νίδης Με[λ]ιτε: ὠ[νητής v]
[Ξενοκλῆς] Σφήττ : ἐγγυ[ητ]ής v
[. . . . c7 . . .ʾΑν]αγυ : ὠν[η]τ : Ξ[ε]νο v
[κλῆς Σφητ] : ἐγ: Λεώστρατ[ος] v
[. . . c7 . . . .] ὠνητὴς Ξενοκλῆ[ς v] v
[Σφή]ττ[ιο]ς : ἐγγ: Λυσιάδης ἐξ [Οἴου]
[ὠνητ]ή[ς : ʾΑνδ]ροκλῆς Σφήττ[ιος v]
[ἐγγυητή]ς [: Χα?]ιρίας Ποτάμιος v
[ὠνητής :] ʾΑνδροκλῆς Σφήττιος v
[ἐγγυητή]ς : Κηφισόδωρος Ποτάμ[ι]
[ὠνητής : ʾΑνδ]ροκλῆς Σφήττιος v
[ἐγγυητής : Ξ]ενοφῶν Πόριος v
[ὠνητής: . . .]μαχος ʾΟῆθεν v [v v v]
[ἐγγυητής: . . .]οκλῆς Ποτάμι[ος v v]
ω[νητής: . . .]μαχος ʾΟ[ῆ]θεν v [v v v]
[ἐγγυητή]ς[:] Πυθ[. . .]ρος [.]εσ[. . . . .]

A20. IG II^2 1623 Face A Col a (334/333BC)

Εὔπολις Προνάπους
Αἰξω ν τῶν σκευῶν
προσώφειλεν ὧν ἔλαβε
ἐπὶ τὴν Σάλπιγγα, ᾽Αρι
στομάχου ἔργον,
69 drs τοῦτο ἀνα
δεξάμενος Φιλόμηλος
Μενεκλέους Χολαργ
ἀποδώσειν καὶ εἰσ
αχθεὶς εἰς τὸ δικαστή
ριον ὤφλεν διπλοῦν
138 drs

A21. IG II^2 1629 Face A Col c (325/324BC)

παρὰ τῶν ἐγγυητῶν τῶν
τριήρων, ὧν οἱ Χαλκιδῆς
ἔλαβον, ἀπελάβομεν
κατὰ ψήφισμα δήμου,
ὃ Δημάδης Παιανι: εἶπε·
παρὰ Κλεοχάρους Κηφισι
285 drs: παρὰ Προξένο
᾽Αφιδναίου κληρονόμου
256 drs: παρὰ ᾽Ελπίνου
᾽Αλαιῶς κληρονό:256 drs·
παρὰ Δημοσθένο Παιανι
285 drs: παρὰ Δημο
χάρους Κηφισιῶς κλη
ρονόμου: 256 drs: πα
ρὰ Εὐφράνορος ᾽Οῆθεν
κληρονόμου: 256 drs·
παρὰ ᾽Αρκεσίλου Εὐωνυ
256 drs: παρὰ ᾽Αρρενεί
δου Παιανιῶς:256 drs·
παρὰ Φιλωνίδου Μελιτ
256 drs: παρὰ Διοφάντο
Μυρρινου: 285 drs·
παρὰ Κρίτωνος Κυδαθη
285 drs: παρὰ Διοτί
μου Εὐωνυμε: κληρο
νόμου: 28[5] drs· πα
ρὰ Καλλικράτου Δαιδα: 206 drs·
παρ᾽ ᾽Ηγησίππο Σουνι: 256 drs· παρὰ Κόνωνος ᾽Αναφ 285 drs

παρὰ Προκλέους τοῦ Πρω
τοκλέους Πλωθειῶς
σκευῶν τριήρους κρε
μαστῶν ἐντελῶν, πλὴν
400 drs ὧν ἀπεδέξατο
Διόφαντο[ς] Μυρρινού
ἀπὸ τῆς Φα[ν]ερᾶς, Χαιρε
στράτου ἔργον, ἀπε

λάβομεν 1210 drs

A22. IG II^2 1670 (c330BC)

τὸ δὲ ἄλ]
λο ἐκτυχιεῖ ὁμαλῶς ἦ[ι ἂν κελεύηι ὁ ἀρχιτέκτων· ταῦτα δὲ πάντα ἐ]
ξεργάσεται ὑγιῆ καὶ δ[όκιμα τέλος ἔχοντα κατὰ τὴν μίσθωσιν κ]
αὶ τοὺς ἀναγραφέιας ο[ὓς ἂν λάβηι· παρέξει δὲ αὐτὸς αὐτῶι πάντ]
α ὅσων δεῖται τὸ ἔργον [κατὰ τὰς συγγραφάς· ἐὰν δὲ προσδέηταί τ]
ι παρὰ τὸ ἔργον ὅπο ἂν κ[ελεύωμεν, παρέξει καὶ ταῦτα πάντα κατὰ]
τὰς συγ<γ>ραφὰς καὶ τὴν μ[ίσθωσιν τοῦ μεμισθωμένου ἔργου· καὶ ἀπ]
οδώσει εἰς τὸν Μεταγε[ιτνιῶνα μῆνα ·····21·····]
α τοσοῦτον <τὸν> ἀριθμὸν α·····33·····
ιν εἰς τὸν χρόνον τὸν [ἐν ταῖς συγγραφαῖς γεγραμμένον· μισθωτ]
ὴς Σωκράτης τὰ τρία μ[έρη, ἐγγυητὴς ·····36·····]
ιος, τό δὲ τέταρτομ μ[έρος, μισθωτὴς ·····36·····]
ιος, ἐγγυητὴς Μνησι[·····22·····τὸ δὲ πέμπτομ μ]
έρος μισθωτὴς Ἡρακ[λει ·····19····· ἐγγυητὴς Καλλ]
ίστρατος Καλλικράτο[υς .....21..... ἐμισθώσαν]
το 30 drs, Μαιμακτηρι<ῶ>νο[ς .....27..... στοὰ]
ποικίλη εἰς ἕνα καὶ πε[ντακοσίους δικαστάς].
Ἐλευσῖνι ἐν τῶι ἱερῶι ἐ[ν ·····15····· τοὺς στυλοβάτας τιθ]
έναι ἐπὶ τῆς κρηπῖδο[ς ·····33·····]
μενον ἀπεργά[ζεσθαι ·····34·····]
πάντα τὰ ἐν τ[αῖς συγγραφαῖς γεγραμμένα ·····18·····]

A23. IG II^2 1675 (c330BC)

μισθώσε
ται δὲ κατὰ μνᾶν καὶ ἀποστήσει τῶι ἀε
ὶ παρόντι τῶν ἐπιστατῶν ἢ τῶι δημοσί
ωι ἢ τῶι ἀρχιτέκτονι· ἀποδώσει δὲ τὰ ἔ
ργα μὴ ἀποκωλύων τοὺς ἐργαζομένους
τοὺς κίονας· ἐμισθώθη ἡ μνᾶ: 5 3/4 obs· μισ
θωτὴς Βλεπαῖος Σω[κλ]έους Λαμ: ἐγγυητ
ὴς Κηφισ[ο]φῶν Κεφαλίωνος Ἀφ<ι>δναῖος. vv

A24. IG II^2 1680 (end of the fourth century BC)

καθ[ελέσθαι δὲ πάντα εἰς τὸ ἰ]
ερὸν ὅπο ἂν κελ[εύηι ὁ ἀρχιτέκτων· παρεῖναι]
δὲ συνεχῶς ἐὰν [Πεντελῆθεν ἐπὶ σκευῶν οἱ λί]
θοι κομίζω[νται καὶ ἐὰν καθαιρῶνται· τοὺς δὲ π]
ρώτους παρ[αλαμβάνειν αὐτίκα μάλα, ἔπειτα κ]
αὶ τοὺς δευ[τέρους καὶ τοὺς ἄλλους, οὓς οἱ λιθο]
τόμοι ἐπο[ίησαν τὰ μέτρα ἔχοντας· μισθωτὴς Βί]
οττος Π[– – – – – – – – – – – – – – ἐγγυητ]
ὴς Δημ[– – – – – – – – – – – – – – – – Πα]
ιανι[εύς – – – – – – – – – – – – – – – –]

A25. IG II^2 1682 (354/353 BC)

Fragment a

θεοί.
τάδε ἐμισθώθη ἐπὶ Διοτίμου ἄρχοντος Μουνιχιῶνος τετράδι
ἱσταμένου· ᾽Ελευσῖνι ἐν τῶι ἱερῶι παρὰ τὸ νότιον τεῖχος τὸ τοῦ
ἱεροῦ, ἀρξάμενον ἀπὸ τοῦ ἐστρωμένου ὃ τοῖς κίοσιν ἔστρωται
τοῖς προσθίοις, τάφρον ὀρύξαι πλάτος ὀκτὼ ποδῶν, μῆκος τριά
κοντα ποδῶν, βάθος μέχρι τοῦ στερίφου, καὶ ἐκφορήσαντα τὴν γ
ῆν ἔξω τοῦ ἱεροῦ εἰς τὸ θέατρον τὸ ἐπὶ τοῦ σταδίου τιθέναι το
ὺς λίθους τῆς μαλακῆς πέτρας, προσεπιτέμνοντα οὗ ἂν ἦι πέτρ
α, συντιθέντα τοὺς ἁρμοὺς στερίφους ἁρμόττοντας πανταχῆι,
μῆκος τετράποδας, πλάτος δίποδας, πάχος τριημιποδίους, καὶ
ἐπεργάζεσθαι κατὰ τὸν στοῖχον ἕκαστον διανεκῆ· ἐπὶ δὲ τούτ
ων τιθέναι καταληπτῆρας μῆκος τετράποδας, πλάτος πενθημι
ποδίους, πάχος πεντεπαλάστο<υ>ς τῶν ἐκ τῆς στοᾶς καθαιρουμέν
ων ἐξεργασάμενο<ν> ὀρθοὺς καὶ εὐγωνίους πανταχῆι καὶ τοὺς ἁ
ρμοὺς ποιήσαντα ἐπὶ ἡμιπόδιον συντιθέναι ἀθραύστους καὶ
ἁρμόττοντας πανταχῆι καὶ ἐπεργασάμενον ὀρθὰ καὶ εὐτενῆ. v
μισθωτὴς ᾽Αντίμαχος Νεοκλείδου Κηφισιεὺς : 1 dr 3 obs: v 400 drs·vvvvv
ἐγγυητὴς Νικόστρατος ᾽Αρεσίου Πειραιεύς. vvvvv στῆσαι τοὺς κί
ονας τοὺς λιθίνους τοὺς νῦν ὑποκειμένους ὑπὸ τῆι στοᾶι, κατὰ τ
αὐτὰ προσεξεργασαμένους σφόνδυλον ἑκάστωι τῶι κίονι τὸν ἐ[κ βάσ]
εως ὕψος δίποδα, τὴν αὐτὴν ἐργασίαν τῶι κίονι : 16 : μισ[θωτὴς Κράτ]
ης Παμφίλου Λε[υκονοι]εὺς [··5·· ἐ]γγυητὴς ᾽Επικ[ράτης Κράτητος Λε]
υκονοιεύ[ς. – – –] – – –

Fragment b

– – – – – – – – – – – – – – OEO··c.7·· τὰ ἐπιτόναια
[·····c.10·····καὶ δορῶσαι καὶ] κεραμῶσαι κατὰ τὰ γεγραμμένα vac.
[··········c.20·········· ἐπ]ιστύλια : 25 : ἀριθμὸς ἐπιτοναίων, ὧν δε
[ῖ ξυλίνων ἐξεργάσασθ]αι ἐγ δυοῖν τετραγώνοιν ἕκαστον : 50 vac.
[σφηκίσκους καὶ ἰμάν]τας καὶ καλύμματα : 21 : ταῦτα ὁ μισθωσάμε
νος [παρέξει πίτταν] καὶ κόλλαν ὠμοβόϊον καὶ τἆλλα ὧν ἂν δέηι πρὸ
ς τὴν ἐργ[ασίαν· καὶ τὴν ἔρ]εψιν καὶ τὴν ἀλιφὴν τῶν ξύλων καὶ τὴν
δόρωσιν [καὶ κεράμωσιν π]λὴν κεράμου ἀποδώσει ἐξεργασάμενος
ἐπὶ Διοτίμου [ἄρχοντος Μο]υνιχιῶνι καὶ Θαργηλιῶνι καὶ Σκιροφοριῶ·
μισθωτὴς ᾽Αγα[·····c.11·····ο]υς ῾Αλαιεὺς 2000 drs· ἐγγυηταὶ : Χαρίας
Πειθίου Φρεάρρ[ιος, ·c.6·· Καλ]λικλέους ῾Αλαιεύς.

A26. IG II^2 2492 (345/344BC)

κατάδε ἐμίσθωσαν Αἰξωνεῖς τὴν Φελλεῖδα
Αὐτοκλεῖ Αὐτέου καὶ Αὐτέαι Αὐτοκλέους τετ
ταράκοντα ἔτη, ἑκατὸν πεντήκοντα δυοῖν δρ
αχμῶν ἕκαστον τὸν ἐνιαυτόν. ἐφ᾽ ᾧτε καὶ φυτε
ύοντα<ς> καὶ ἄλλον τρόπον ὃν ἂν βούλωνται· τὴν δ
ὲ μίσθωσιν ἀποδιδόναι τοῦ ῾Εκατομβαιῶνος μη
νός, ἐὰν δὲ μὴ ἀποδιδῶσιν εἶναι ἐνεχυρασίαν Αἰ
ξωνεῦσιν καὶ ἐκ τῶν ὡραίων τῶν ἐκ τοῦ χωρίου καὶ

ἐκ τῶν ἄλλων ἁπάντων τοῦ μὴ ἀποδιδόντος. μὴ ἐ
ξεῖναι δὲ Αἰξωνεῦσιν μήτε ἀποδόσθαι μήτε μισ
θῶσαι μηδενὶ ἄλλωι, ἕως ἂν τὰ τετταράκοντα ἔτ
η ἐξέλθει. ἐὰν δὲ πολέμιοι ἐξείργωσι ἢ διαφθείρ
ωσί τι, εἶναι Αἰξωνεῦσιν τῶν γενομένων ἐν τῶι χ
ωρίωι τὰ ἡμίσεα. ἐπειδὰν δὲ τὰ τετταράκοντα ἔτη
ἐξέλθει, παραδοῦναι τοὺς μεμισθωμένους τὴν ἡμ
ίσεαν τῆς γῆς χερρὸν καὶ τὰ δένδρα ὅσ᾽ ἂν εἶ ἐν τῶι χ
ωρίωι, ἀμπελουργὸν δ᾽ ἐπάγειν Αἰξωνέας τοῖς ἔτεσ
ι τοῖς τελευταίοις πέντε. χρόνος ἄρχει τῆς μισθώ
τοῦ Δημητρίου καρποῦ Εὔβουλος ἄρχων, τοῦ δὲ ξυλίν
ου ὁ μετ᾽ Εὔβουλον· τὴν δὲ μίσθωσιν ἀναγράψαντας ε
ἰστήλας λιθίνας τοὺς ταμίας τοὺς ἐπὶ Δημοσθένου
ς δημάρχου {ς} στῆσαι τὴν μὲν ἐν τῶι ἱερῶι τῆς Ἥβης ἔν
δον, τὴν δ᾽ ἐν τεῖ λέσχει, καὶ ὅρους ἐπὶ τῶι χωρίωι μὴ ἔ
λαττον ἢ τρίποδας ἑκατέρωθεν δύο. καὶ ἐάν τις εἰσ
φορὰ ὑπὲρ τοῦ χωρίου γίγνηται εἰς τὴν πόλιν, Αἰξωνέ
ας εἰσφέρειν, ἐὰν δὲ οἱ μισθωταὶ εἰσενέγκωσι, ὑπολο
γίζεσθαι εἰς τὴν μίσθωσιν. τὴν δὲ γῆν τὴν ἐκ τῆς γεω
ρυχίας μὴ ἐξεῖναι ἐξάγειν μηδε<ν>ὶ ἀλλ᾽ ἢ εἰς αὐτὸ τὸ χ
ωρίον. ἐὰν δέ τις εἴπει ἢ ἐπιψηφίσει παρὰ τάσδε τὰς σ
υνθήκας, πρὶν τὰ ἔτη ἐξελθεῖν τὰ τετταράκοντα, εἶν
αι ὑπόδικον τοῖς μισθωταῖς τῆς βλάβης. νν Ἐτεοκλῆς
Σκάωνος Αἰξωνεὺς εἶπεν· ἐπειδὴ οἱ μισθωταὶ τῆς Φελ
λεῖδος Αὐτοκλῆς καὶ Αὐτέας συνχωροῦσιν ὥστε ἐκκό
ψαι τὰς ἐλάας Αἰξωνεῦσιν, ἐλέσθαι ἄνδρας οἵτινες
μετὰ τοῦ δημάρχο καὶ τῶν ταμιῶν καὶ τὸ μισθωτὸ ἀπ
οδώσονται τὰς ἐλάας τῶι τὸ πλεῖστον διδόντι, τοῦ δὲ
εὑρόντος ἀργυρίου λογισάμενοι ἐπὶ δραχμεῖ τὸν τό
κον τὸν ἥμυσυν ἀφελεῖν ἀπὸ τῆς μισθώσεως καὶ ἐνγ
ράψαι ἐν ταῖς στήλαις τοσούτωι ἐλάττω τὴν μίσθωσιν·
τοῦ δὲ ἀργυρίο τῆς τιμῆς τῶν ἐλαῶν λαμβάνειν Αἰξων
έας τὸν τόκον· τὸν δὲ πριάμενον τὰς ἐλάας ἐκκόψαι ἐ
πειδὰν Ἀνθίας τὸν καρπὸν κομίσηται τὸν μετ᾽ Ἀρχία
ν ἄρχοντα πρὸ τῶ ἀρότο. καὶ μύκητας καταλιπεῖν μὴ
ἔλαττον ἢ <π>αλα<σ>τιαίους ἐν τοῖς περιχυτρίσμασιν, ὅ
πως ἂν αἱ ἐλᾶαι ὡς κάλλισται καὶ μέγισται γένωνται
ἐν τούτοις τοῖς ἔτεσι. οἵδε ἡιρέθησαν ἀποδόσθαι τὰ
ς ἐλάας· Ἐτεοκλῆς, Ναύσων, Ἀγνόθεος. vac.

A27. IG II^2 2496 (second half of the fourth centuryBC)

κατὰ τάδε ἐμίσθωσαν Ἀντί
μαχος Ἀμφιμάχου, Φειδόστρατος
Μνησιχάρου, Δημάρετος Λεωσθένο
υ, Κτησίας Κτησιφῶντος, Κτήσιππος
Κτησιφῶντος, Κτησιχάρης Κτησιφ
ῶντος, Κτησίας Τιμοκράτου, Χαιρέα
ς Μνησιχάρου Κυθηρίων οἱ μερῖται
τὸ ἐργαστήριον τὸ ἐν Πειραεῖ καὶ τ
ὴν οἴκησιν τὴν προσοῦσαν αὐτῶι
καὶ τὸ οἰκημάτιον τὸ ἐπὶ τοῦ κοπρῶνος εἰς τὸν ἅπαντ
α χρόνον Εὐκράτει Ἐξηκίου Ἀφιδναί<ω>ι δραχμῶν

54 το
ῦ ἐνιαυτοῦ ἑκάστου ἀτελὲς ἀπάντων, ἐφ᾽ ὧιτε διδόν
αι τὰς {ς} μὲν 30 ἐν τῶι ῾Εκατονβαιῶνι τὰς δ᾽ εἴκοσι καὶ
τέτταρας ἐν τῶι Ποσιδεῶνι, ἐπισκευάσαι δὲ τά δεόμε
να τοῦ ἐρ<γ>αστηρίου καὶ τῆς οἰκήσεως ἐν τῶι πρώτ
ωι ἐνιαυτῶι· ἐάν δὲ μὴ ἀποδιδῶι τὴν μίσθωσιν κατὰ τὰ
γεγραμμένα ἢ μὴ ἐπισκευάζει, ὀφείλειν αὐτὸν τὸ διπ
λάσιον καὶ ἀπιέναι Εὐκράτην ἐκ τοῦ ἐργαστηρίου μη
θένα λόγον λέγοντα· ἐνγυητὴς τοῦ ποήσειν τὰ γεγρα
μμένα ᾽Εξηκίας ᾽Αφιδναῖος ἐν τῶι χρόνωι τῶι γεγρα
μμένωι· βεβαιοῦν δὲ τὴν μίσθωσιν Κυθηρίων τοὺς μερί
τας Εὐκράτει καὶ τοῖς ἐγγ[όνοις] αὐτοῦ, εἰ δὲ μή, ὀφείλειν
δραχμὰς 1000·

A28. IG II^2 2498 (321/320 or 318/317BC)

κατὰ τάδε μισθοῦσιν Πειραιεῖς Παραλίαν καὶ ῾Αλμυρί
[δ]α καὶ τὸ Θησεῖον καὶ τἆλλα τεμένη ἅπαντα· τοὺς μισθω
[σ]αμένους ὑπὲρ : 10 : δραχμὰς καθιστάναι ἀποτίμημα τῆς μ
[ι]σθώσεως ἀξιόχρεων, τοὺς δὲ ἐντὸς 10 δραχμ<ῶ>ν ἐγγυ<η>τὴ
[ν] ἀποδιδόμενον τὰ ἑαυτοῦ τῆς μισθώσεως· ἐπὶ τοῖσδε μ
[ι]σθοῦσιν ἀνεπιτίμητα καὶ ἀτελῆ· ἐάν δέ τις εἰσφορὰ γ
[ί]γνηται ἀπὸ τῶν χωρίων τοῦ τιμήματος, τοὺς δημότας ε
[ἰ]σφέρειν· τὴν δὲ <ἰ>λ<ὺ>ν καὶ τὴν γῆν μή ἐξέστω ἐξάγειν το
[ὺ]ς μισθωσαμένους μήτε ἐκ τοῦ Θησείου μήτε ἐκ τῶν ἄλλ
ων τεμενῶν, μηδὲ τὴν ὕλην ἄλλνοσ᾽ ἢ τῶι χωρίωι· οἱ μισ[θω]
σάμενοι τὸ Θεσμοφόριον καὶ τὸ τοῦ Σχοινοῦντος καὶ <τ>
ἆλλα ἐννόμια τὴν μίσθω[σ]ιν καταθήσουσι τὴμ μὲν ἡμίσ
εαν ἐν τῶι ῾Εκατομβαιῶνι, τὴν δὲ ἡμίσεαν ἐν τῶι Ποσιδε
ῶνι· οἱ μισθωσάμενοι Παραλίαν καὶ ῾Αλμυρίδα καὶ τὸ Θη
σεῖον καὶ τἆλλα εἴ πού τί ἐστιν, ὅσα οἷόν τε καὶ θεμιτόν
ἐστιν ἐργάσιμα ποεῖν, κατὰ τάδε ἐργάσονται· τὰ μὲν ἐ
ννέα ἔτη ὅπως ἂν βούλωνται, τῶι δὲ δεκάτωι ἔτηι τὴν ἡ
μίσεαν ἀροῦν καὶ μὴ πλεί<ω>, ὅπως ἂν τῶι μισθωσαμένωι
μετὰ ταῦτα ἐξῆι ὑπεργάζεσθαι ἀπὸ τῆς ἕκτης ἐπὶ δέκ
α τοῦ ᾽Ανθεστηριῶνος. ἐὰν δὲ πλείω ἀρόσει ἢ τὴν ἡμίσε
αν, τῶν δημοτῶν ἔστω ὁ καρπὸς ὁ πλείων· τὴν οἰκίαν τὴ[ν]
[ἐν ῾Αλμυρ]ίδι στέγουσαν παραλαβὼν καὶ ὀρθὴν κατὰ τ[α]
[ὐτὰ ἀποδώσει ·····23·····]ọν ὀρθαί [·]

A29. Ath Ag 19 P2 Fagment d LL8-15 (402/401BC)

Fmt d LL8-15

<Λ>ευκόλοφος ἐξ Σαλα[μῖνος τάδε]
ἀπέγ: Θεομένος Ξυπε[ταιῶνος οἰ]
κίαν ἐν Σαλαμῖνι π[·····10·····]
410drs ι ἧι γείτωμ βορρᾶθ[εν ···7····ν]
ἐπώ οτόθεν δὲ Νικόδικ[ος ἐπρίατο Σ]
9drs ωσίνομος ᾽Αριστονό[μο····7···]
ς ἐγγυ vacat
κατ<u>αβολ<ή>: 82drs vacat

A30. Ath Ag 19 P26 Face B fmt b Col IV (342/341BC)

Εὐθυκλῆς Εὐθυμενίδου Μυρρ [: ἀ]
πέγραψεν συνοικίαν ἐμ Πειραεῖ ὑπὸ Μουνιχ
ίαι: ἥι γ: βορ: Εὐθυκλέους: Μυρ: οἰκία: νοτό: δὲ Πρ
ωτάρχου: Πειρ: οἰκία πρὸς ἡλίο ἀνίο: ἡ ὁδὸς ἡ ἀ
στία δυομε: δὲ Εὐθυμάχου Μυρ: οἰκία οὔσης τῆ
ς συνοικίας ταύτης Μειξιδήμου Μυρ: ὀφείλο
ντος τῶι δημοσίωι τῶι ᾽Αθηναίων ἐγγύην ἣν ἐ
νεγυήσατο Φιλιστίδην: Φιλιστίδου: Αἰξ: μετ
ασχόντα τέλους μετοικίου ἐπὶ Πυθοδότου ἄ
ρχοντος ἕκτην καὶ ἑβδόμην καὶ ὀγδόην καὶ ἐ
νάτην τέτταρας ταύτας ἑκάστην τὴν καταβο
λήν: 100: δραχμὰς καὶ ἑτέραν ἐγγύην ἐν τοῖς ἔργ
οις τὴν πεντεδραχμίαν ἕκτην καὶ ἑβδόμην κ
αὶ ὀγδόην τρεῖς ταύτας ἑκάστην τὴν καταβ[ο]
λήν: 125: δραχμὰς καὶ ἑτέραν ἐγγύην ἣν ἐνεγ
υήσατο Τηλέμαχον: ᾽Ερμολόχο ἐμ Π: οἰκ: μετασχ
όντα τέλος τῆς πεντεδραχμίας τῆς τῶι Θησε
ῖ τετάρτην καὶ πέμπτην καὶ ἕκτην καὶ ἑβδόμ
ην καὶ ὀγδόην καὶ ἐνάτην καὶ δεκάτην ἑκτ[ὰ τ]
α[ύτ]ας καταβολὰς ἑκάστην τὴν καταβο[λήν: 100: δ]
[ρα]χμὰς καὶ ἑτέ[ρα]ν ἐνγύην λιθοτομί[αν ἐμ Πε]
[ιρ]αεῖ τετάρτην κ[αὶ] πέμπτην δύο ταύ[τας ἑκά]
στην τὴν καταβολήν: 115 drs 3 obs: καὶ ἑτέ[ραν ἐγγύ]
[η]ν ἣν ἐνεγυήσατο Καλλικράτην: Κα[λλικράτο]
ς: Βήση: οἰκ: μετασχόντα τέλους τῆς [δραχμῆς τ]
ῶι ᾽Ασκληπιῶι ἑβδόμην καὶ ὀγδόην [καὶ ἐνάτη]
ν καὶ δεκάτην τέτταρας ταύτας ἑκά[στην τὴν]
καταβολήν: 36 drs 4 obs: καὶ τούτων [διπλῶν γε]
γενημένων οὐκ ἐκτεισάντων τεῖ [πόλει οὔτε]
Φιλιστίδο: οὔτε Τηλεμάχο: οὔτε Κα[λλικράτο]
ς τὴν ὠνὴν οὔτε Μειξιδήμου τὰς ἐγ[γύας ἃς ἠγ]
γυήσατο πρὸς τὴν πόλιν ἀλλ᾽ ἐκγεγ[γραμμένο ἐ]
ν ἀκροπόλει: κ: Φυακίνης: Κηφισοφῶ[ντος: ···: Χ]
αρίας ᾽Ελπινίκο: Ποτ: ὠν: Τηλέμαχος: Θ[εαγγέλο]
᾽Αχαρ: 3705 drs 2 obs: τοῦτο κατεβλήθη ἅθρο[ον ἅπα]
ν: [Τ]ίμαρχος: ᾽Αφι: ᾽Αμφικλῆς: ᾽Ερσικλῆς: ᾽Αφι: [ἀπέγ]
ραψεν Νικοδήμο τοῦ ᾽Αριστομένους: Οἰν: χω[ρί]
ον ᾽Αφίδνησι ἐν Πεταλιδῶν οἷς γε: βορ: χωρί[ον]
Εὐθυμένος: Εὐω: καὶ ὄρρος: νοτό: χωρίον Δημο[σ]
τράτο: ᾽Αφι: καὶ χωρίον ᾽Απημονίδο πρὸς ἡλίο [ἀ]
νιό: ἡ χαράδρα πρὸς ἡλίο δυο: χωρίον Εὐθυμέ[ν]
ος Εὐω: ὀφείλοντος Νικοδήμου τῶι δημοσίωι
1000: δραχμὰς καὶ ἐκγεγραμμένου ἐν ἀκροπόλει
ἐπιβολὴν ὀφλόντος ὅτι ἐπιμελητὴς γενόμε
νος τῆς Αἰαντίδος φυλῆς καὶ ἐγλέξας τὸ ἱερ
ὸν ἀργύριον τῆς φυλῆς οὐκ ἀποδέδωκεν καὶ ἐ
γγεγραμμένο: ἐν ἀκροπόλει τῶι Αἴαντι καὶ ὀ
φείλοντος: 666 drs 4 obs: καὶ τούτο τοῦ ἀργυρίο
δεδιπλωμένο αὐτῶι ἐπὶ ᾽Αρχίου ἄρχοντος: κ: [Θ]
εόφαντος: ᾽Ελευ: Δημοκλῆς: ᾽Αφι: ἐνεπίσκημμα: ἐ

πιμεληταὶ τῆς Αἰαντίδος φυλῆς Δίων Ν̣ομην
ίου: Φαλη: Τιμοκράτης: ᾽Αφι: Πολύφιλος: Πολυμή
515 δος: Οἰν: ἐνεπεσκήψαν̲το ὑπὲρ τῆς Αἰαντίδος
φυλῆς ἐν τῶι χωρίωι τῶι Νικοδήμου τ̲ου ᾽Αρισ
τομένος: Οἰν: ὦι γ: βορ: χωρίον Εὐθυμένος: Εὐων̲
καὶ ὄρρος: νοτ: χωρίον Δημοστράτο: ᾽Αφι: καὶ χω
ρίον ᾽Απημονίδο πρὸς ἡλίο ἀνιόν: ἡ χαράδρα π
520 ρὸς ἡλίο δυο: χωρίον τὸ Εὐθυμένος: Εὐω: ἐνοφε
ίλεσθαι τῆι Αἰαντίδι φυλῆι: 666 drs 4 obs: οὐκ ἀ
ποδόντος τ̲οῦτ̲ο τὸ ἀργύριον τῆι Αἰαντίδι φ
υλεῖ ἐπιμελητοῦ γενομένο Νικοδήμου καὶ ἐ
γλέξαντος τὸ ἱερὸν ἀργύρ̲ιον τοῦ Αἴαντος κ
525 αὶ ὠφληκότος καὶ ἀπολ̲ο[μένο]υ τὰ ἑαυτῶ ἄπα[ν]
τα εἰ μὴ ἀποδοίη τὸ ἀργύ[ριον κ]ατὰ τὸς νόμο[ς]
τῆς Αἰαντίδος φυλῆς π[ροσοφ]λεῖν τῶι δημο[σ]
ίωι τιμή: 666 drs 4 obs: ἔδ[οξε δ]ὲ ἐνεπίσκημμα τ[ὸ]
φυλῆς εἶναι: ὠν: Νικοκ[ράτη]ς Ξενοκράτος: Ρ̲α[μ:]
530 680 drs: τοῦτο κατεβλ[ήθη ἅ]θρον ἅπαν

A31. Ath Ag 19 L6 Col I (343/342BC)

[ἐ]ν Κυδαθηναίωι τῶν ΑΛ̣Ε̣[··]Λ̣[···5·· : ο]
5 [ἰ]κία πρώτη ἐξ ἀγορᾶς προ[··3·, μισθω :]
[Α]ρισταγόρας ᾽Αριστοδήμ[ου ····7···]
[ἐ]ν Κυδαθηναίωι οἰκῶν : [·····9···· :]
[ἐ]γγυ : Μοίριππος Μοιραγ[έ]νους [Κυδα]
[θ]η : δευτέρα οἰκί̲α, μισθω : Πολέ[μων Δ]
10 [ι]οκλέους Φλυε̲ :175 drs : ἐγγυ : ᾽Αρ̣[χέδ]
[η]μος ᾽Αρχεδήμο[υ] Α̲ὐρι : τρί[τ]η οἰκ̣[ία, μ]
[ι]σθω : Αὐτομέ1νης ᾽Αν1δρο[μ]ένους Ε̣[·· :]
[1]64 drs : ἐγγυ̲ : Θεόδω1ρος Κίρων[ος Π]
[ρ]ασι : τετάρτη οἰκία, μισθω : Κη̣[φισό]
15 [δω]ρος Σμικύθου Κ̲υδα̲θη : 130+drs[·· : ἐγ]
[γυ :] Λεοντεὺς ᾽Α1ντι1κλείδου Κ[···5·· :]
[πέμ]πτη οἰκία, μισθω [:] Λάχη[ς ····7···]
[··3·]δου ᾽Ραμνο : 126drs : ἐγγ[υη : Χαριά]
[δης? Χ]αιροκλέους Λευκο[νο : ἕκτη οἰκ]
20 [ία, μι]σ̣θω : Λυκέας Λυ̣[·····13·····]
[····7···]: ἐγγυη : Δ[·····14·····]
[·····9····]ς οἰκίᾳ [·····14·····]
[····8···· μι]σθω : [·····15·····]

A32. IG II^3 447 (Ath Ag 19 L7) (335-330BC)

7 δεδόχθαι τοῖς νομοθέτ[α]ι[ς· τὴν μὲν]
[Νέαν μισθούτω]σαν δέκα ἡμέραις πρότερον [···7····]
[οἱ πωληταὶ δέκ]α ἔτη κατὰ δικληρίαν τῶι ΤΟΠ[···7····]
10 [···7···· τῶι πρ]οτέρωι ἔτει ἢ ὧι ἂν ἡ ΔΑ[·]ΑΝ̣ΤΙ[···7····]
[·····10····· μι]σθωταῖς ἐγγυητὰς λαμβάνου̣[σ ···6···]
[····8···· τὴ]ν πεντηκοστὴν πωλεῖν τὴν ἐν τῆ̣[ι Νέαι ··]
[·····10·····]Ν· τοὺς δὲ πρυτάνεις προγράφει[ν ···6···]

[····8···· τὴ]ν μίσθωσιν τῆς Νέας διαρρήδην [καὶ τῆς π]
15 [εντηκοστῆς] τὴν πρᾶσιν τῆς ἐν τῆι Νέαι χωρὶ[ς ···6···]
[···7··· πρό]σοδος γένηται δυοῖν ταλάντο[ιν ···6···]
[·····9···· τ]ῶν κτημάτων τῶν ἐν τῆι Νέα[ι] κ[····9·····]
[·····7·· ὑπά]ρχειν τῆι ᾽Αθηνᾶι τουτο[·····13·····]

A33. Ath Ag 19 L9 Face A Col II (or III?) (330-320BC)

27 [·····10····· τ]ούτω ν τὼ γύα πρὸς [·]
[····9·····] παραδρομίς, μισθω <:>
[····9····· Χ]αρίου ν Παια: 200 drs <:>
30 [ἐγγυη: ·3··]ξ̣ένδρος Χαριδήμο̣
[υ Προ···7····]ος vacat
[ἐφεξῆς τούτο]υ ἰόντι τὴν ὁδὸν [τ]
[ὴν ····8····] τετμημένην δεξι
[ᾶς χειρός ν π]ρ̣ῶτος γύης, μισθ[ω <:>]
35 [·····10·····]ο<ς> Χαριδήμου Πρ̣[ο]
[·····10·····] 20 drs: ἐγγυη: Χαιρ̣[·]
[··4·· Χαρίου?] Παιανιε vacat

A34. Ath Ag 19 L10 Face B Col I (338-326BC)

35 [τ]ά[δ]ε ὕστερον ἐμισθώ[θη ὁ vvvv]
[α]ὐτὸς αὐτοῖς χρόνος [ἔστὶν vv]
τῆς καταθέσεως τῆς μ[ισθώvvv]
σεως καὶ τῶν ὡραίων ν [vacat]
39 τῆς κομιδῆς vacat

A35. Ath Ag 19 L11 Col I (338-326BC)

lacuna
[···]ν[·····20·····]
[··]αρ: Ι̣[·····18·····]
τος ᾽Ετεᾳ̣[·····17·····]
παρὰ ΘΑΛΑ[·····17·····]
5 δε, μισθω: Ι[·····15·····]
ωνος Μυρρι[νο: ···6···: ἐγγυ:]
Μ̣ε̣[ι]δ[ί]ας [·]υδ[·····14·····]
[·]Ο̣ΕΠΕΛ̣ΕΙ[·]Α̣Σ̣[·····14·····]
Φαλ̣ηροῖ ᾳ̣[·····15·····Μ]
10 ύος Φαλ[η: ·····16·····]
[·]η̣ν̣[·····21·····]
Lacuna

A36. IG II^2 1592 and Ath Ag 19 L14 Fragment a (end 4th/beginning 3rd century BC)

[---------]ᾳ̣κ̣λ̣[----------πρῶτον τέμενος ὅ πρότερον ἐμισθ]
[ώσατο – – – --]: ᾽Αλαιε: μισ: ---------- : ἐγ:]

[--- : ἐγ:] Ἑστιαῖος Λυ[--- : δεύτερον τέμενος ὃ πρότερον ἐμισθώσατ]
[ο --- : Ἁλι]μού: μισ: Γνίφω[ν? ----------: ἐγ: ----------]
[--- : ἐγ: ---] Διονυσοδώρ[ου: --- : ἐγ: --- : τρίτον τέμενος ὃ πρό]
[τερον ἐμισθώσατ]ο Ἡρακλείδη[ς --------: μισ: ----------]
[--- : ἐ]γ: Καλλιάδης Αι[--- : τέταρτον τέμενος ὃ πρότερον ἐμισθώσ]
[ατο --- κ]λέους: Ἄγγελ: μισ: Αν[----------: ἐγ: --------]
[--- : ἐγ: ---]γείτων Θεοπόμπου: Α[--- : ἐγ: ----------]
[– – – : πέμ]πτον τέμενος Θεᾳ[--- ὃ πρότερον ἐμισθώσατο --------]
[: μισ: --- : Α]ἰγιλι: 1270 drs: ἐγ: Δω[----------: ἐγ: – – – -------]
[: ἐγ: ---ο]υ: Αἰγιλι: ἐν Κυνοσ[άργει? --------- ὃ πρότερον ἐμισθώσ]
[ατο ---- :] οἰκ: μισ: Χαρίδη[μος? ------ : ἐγ: ----------]
[--- : ἐγ: ---]τίμου: Φρεαρ: [ἐν? ---------- ὃ πρότε]
[ρον ἐμισθώσατο --- :] ἐγ Μυρρι: μισ: Δ[-------- : ἐγ: ---------]
[------: ------ ε]ως τέμενο[ς ὃ πρότερον ἐμισθώσατο ---------]
[: μισ: ------]μαχος Εὐθί[ου: ? ------ : ἐγ: ----------]
[----------]ΡΥ[·2-3·]ΙΣ[----------]
lacuna

A37. SEG 28.103 (332/331 BC)

ἐπειδὴ Φιλόκωμος εἰσηγήσατο τοῖς δημότα
ις π[ερὶ τ]ῆς Ἄκριδος ἀποδόσθαι τῶι θεῶι τὴν
λιθ[οτομ]ίαν, ὅπως ἂν ἡ θυσία γίγνηται ὡς καλ
λίστη, [καὶ ἐώ]νηται παρὰ τῶν δημοτῶν Μοιροκ
λῆς [εἰς] πέντε ἔτη τριῶν ἡμιμν[αί]ων τοῦ ἐνι[α]
υτοῦ καὶ ἑκατὸν δραχμὰς ἐπέ[δωκ]εν εἰς τὰ Ἡ[ρ]
[ά]κ[λ]εια· [δε]δό[χ]θαι Ἐλευσινίο[ις]· ἐπαινέσαι [μ]
ἐν Φιλόκωμον Φαλανθίδου καὶ .....

Φιλόκω[μ]ος Φαλανθίδου Ἐλευσίνιος εἶπεν· τύχηι ἀγαθ
ῆι τῶν δημοτῶν· ὅπως ἂν τῶι Ἡρακλεῖ τῶι ἐν Ἄκριδι πρόσ
οδος ᾖι ὡς πλείστη καὶ ἡ θυσία θύηται ὡς καλλίστη, ἐψη
φίσθαι τοῖς δημόταις· τὰς λιθοτομίας τὰς Ἐλευσῖνι, ἐ
π[ειδή ···5··] ΙΩΝ εἰσὶν ἱεραὶ τοῦ Ἡρακλέως τοῦ ἐν Ἄκρι
δι, μ[ισ]θοῦν τὸν δήμαρχον ἐν τῆι ἀγορᾶι τῶν δημοτῶν τῶ
ι τὸ π[λεῖσ]τον διδόντ[ι]· τὸν δὲ μισθωσάμενον ἀποδιδόν
αι τὴν μίσθωσιν τὴν μὲν ἐπὶ Νικήτου ἄρχοντος ἐν ὧι ἂν
χρόν[ωι] τοὺς δημότας πε[ί]θει, πρὸ τῆς θυσίας, μετὰ δὲ Νι
κήτην ἄρχοντα εἰς τὸν Μεταγειτνιῶνα μῆνα ταῖς ἀρχα
ιρεσίαις, ὅταν οἱ δημόται ἀγοράζωσιν ἐν τῶι Θησείωι·
ἐγγυητά[ς] τ[ε] καταστησάτω ὁ μισθωσάμενος δύο ἄνδρας
[ὁμουμέν]ους ἢ μὴν ἀποδώσειν τὴν μίσθωσιν πᾶσαν ἐν τῶ
ι χρό[νω]ι τῶι εἰρημένωι·

A38. Hesperia Supplement 9 (1951) p33 No 18 (= Finley (1952) No 18) (date uncertain)

ὅρος χωρίου
καὶ οἰκίας
πεπραμέν[ω]

ν ἐπὶ λύσ[ει]
᾽Αγνοδήμ[ω]
ι καὶ συνεῦ
γυηταῖς
3000drs

A39. SEG 42.149 (date uncertain)

The following is the text published by K Tuite in Harris and Tuite (2000):101 -102

[ὅρο]ς οἰκίας π[ε]
[πρα]μέυης Δε-
[?ξιθέ]οι Μελιτεῖ
[ἐγγύ]ης ἧς ἐνεγύη[σα]
[το Δι?]ῶνα τοῦ ἐράν[ου]
[τοῦ π]εντακοσιοδρ[άχ]
[μου] πλ̣ηρώτρια Δη
[μω? ἔ]ω̣ς ἂν διεξ
[έλθηι]

A40. Hesperia Supplement 29 (1998) The Athenian Grain Tax Law of 374/373BC

᾽Αγύρριος εἶπεν· ὅπως ἂν τῶι δήμωι σῖ[το]
ς ἦι ἐν τῶι κοινῶι, τὴν δωδεκάτην πωλ[εῖ]
ν τὴν ἐν Λήμνωι καὶ ῎Ιμβρωι καὶ Σκύρω[ι κ]
αὶ τὴν πεντηκοστὴν σίτο· ἡ δὲ μερὶς ἐκ[ά]
στη ἔσται πεντακόσιοι μέδιμνοι, πυ[ρῶ]
ν μὲν ἑκατόν, κριθῶν δὲ τετρακόσιοι· [κο]
μιεῖ τὸν σίτον κινδύνοι τῶι ἑαυτῶ ὁ π[ρ]
ιάμενος εἰς τὸν Πειραιᾶ καὶ ἀνακομι[ε]
ῖ εἰς τὸ ἄστυ τὸν σῖτον τέλεσιν τοῖς α[ὐ]
τῶ καὶ κατανήσει τὸν σῖτον εἰς τὸ Ἀϊά[κ]
ειον· στέγον δὲ καὶ τεθυρωμένον παρέ[ξ]
ει τὸ Ἀϊάκειον ἡ πόλις καὶ ἀποστήσε[ι τ]
ὸν σῖτον τῆι πόληι τριάκοντα ἡμερῶν [ὁ]
πριάμενος, ἐπειδὰν ἀνακομίσηι εἰς [ἄσ]
τυ τέλεσι τοῖς αὑτῶ· ἐπειδὰν δὲ ἀνακ[ομ]
ίσει εἰς τὸ ἄστυ, ἐνοίκιον οὐ πράξει [ἡ π]
όλις τοὺς πριαμένους· τοὺς πυροὺς ἀ[πο]
στήσει ὁ πριάμενος ἕλκοντας πέντε ἐ[κ]
τέ<α>ς τὸ τάλαντον, τὰς δὲ κρι<θ>ὰς ἑλκο[ύσ]
<α>ς τὸν μέδιμνον τάλαντον ξηρὰς ἀποσ[τ]
ήσει καθαρὰς ἀιρῶν, τὸ σ<ή>κωμα ἐπὶ ΤΗ[..]
ΩΝ<Η>Ι σηκώσας, καθάπερ οἱ ἄλλοι ἔμ[π]ορ[ο]
ι· προκαταβολὴν οὐ θήσει ὁ πριάμε[ν]ο[ς ἀ]
λλ᾽ ἐπώνια καὶ κηρύκεια κατὰ τὴν [μ]ερ[ίδ]
α εἴκοσι δραχμ<ά>ς· ἐγγυητ<ὰ>ς καταστήσ[ε]
ι ὁ πριάμενος δύο κατὰ τὴμ μερίδα ἀξι[ό]
χρεως, οὓς ἂν ἡ βουλὴ δοκιμάσηι· συμ[μορ]
ία ἔσται ἡ μερὶς τρισχίλιοι μέδιμ[νοι],
ἓξ ἄνδρες· ἡ πόλις πράξει τὴν συμμορ[ία]

ν τὸν σῖτον κ<α>ὶ παρ᾽ ἑνος καὶ παρ᾽ ἀπάν[τω]
ν τῶν ἐν τῆι συμμορίαι ὄντων, ἕως ἂν τ[ὰ α]
ὐτῆς ἀπολάβηι·

τὸν δὲ σ<ῖ>τον [ο]
ἰ πριάμενοι τὴν δωδεκάτην κομισάντω
ν πρὸ τοῦ Μαιμακτηριῶνος μηνός· οἱ δὲ α
ἰρεθέντες ὑπὸ τοῦ δήμου ἐπιμελούσθω
ν, ὅπως ἄν κομίζηται ὁ σῖτος ἐν τῶι χρόν
ωι τῶι εἰρημένοι·

A41. IG VII 4255 (IOropos 292) (335-322BC)

λί<θ>οις
δέ χρήσεται τοῖς ἐκ τοῦ θεάτρου τοῦ κατὰ τ
ὸμ βωμόν, προσαγόμενος αὐτὸς αὐτῶι πρὸ
ς τὸ ἔργον·ἐὰν δὲ μὴ ἱκανοὶ ὦσιν, παρέξουσιν
ὅσων ἂν προσδεῖ οἱ ἐπιμεληταὶ πρὸς τῶι ἔργω
ι. ἀναιρήσεται δὲ τὸ ἔργον κατὰ τετραποδίαν κα
ὶ ἀποδώσει τέλος ἔχον εἴκοσι ἡμερῶν ἀφ᾽ ἧς ἂν
λάβει τὸ ἀργύριον. ἐμισθώσατο τὴν τετραπο
δίαν 6drs μισθωτὴς Φρῦνος ᾽Αλωπεκῆσι οἰκῶν· ἐγγ
υητὴς Τελεσίας Τελλίου Εὐωνυμεύς.

A42. ID 98 Face A fragment b (Rhodes and Osborne (2003) No.28) (376/375BC-374/373BC)

[.....17..... μισθ]ώσεις τῶν τεμε[νῶν (τῶνδε?)· ἐπὶ Χαρισάνδρ]
[ο ἄρχοντος ᾽Αθήνησι, ἐν Δ]ήλωι δ[ὲ] Γαλαίο[.....20.....]
[.....20.....]5drs, ἐγγυητὴς Νικ .....20.....
[....8.... ἐπὶ ῾Ιπποδάμαν]τος ἄρχοντος ᾽Α[θήνησι, ἐν Δήλωι δὲ ῾Ιππίο]
[.....22.....]σιμβρότο Δ[ήλιος ....8...., ἐγγυητὴς]
.....20..... Δήλιος. τὸ χωρ[ίο? .....19.....]
[.....19.....]ος 250drs, ἐγγυητὴ[ς .....20.....]
[.....16..... ὃ ἦν?] ᾽Επισθένος, Γ̣ο[.....22.....]
[.....18....., ἐ]γγυητὴς Νικη[.....22.....]
[..3.. ἐπὶ Σωκρατίδο ἄρχο]ν[τ]ος ᾽Αθήνησι, [ἐν Δήλωι δὲ Πυρραίθο ...5...]
[.....21.....]ρος [.....28.....]

A43. ID 104 (4) Fragment a Face A (between the middle of the 4th century BC and 315 BC)

καὶ τἆλλ
[α] ποιήσει κατὰ ταὐτὰ τοῖς ἐ̣[ν τῶι ἱερῶ]ι. ἐ̣[ὰ]ν̣ δὲ [εἰργασμέ]νοι ὦσι, δ
ο[κιμάσει ὁ ἀρχ]ιτέκτων [ἐ]ν̣ [τῶι ἰ]ε̣ρ̣[ῶ]ι ἐν Δήλωι [π]
άντας τοὺς λίθους. ἐπειδὰ̣[ν] δ̣ὲ [δ]ο̣[κι]μασθῶσιν, πα[ρα]λαβὼν [τ]οὺς στυ
λ̣οβ[ά]τα[ς κειμ]ένους καὶ πε̣ρ̣[ιξεσ]ά[μ]ενος [ὁμ]α̣λι

εἰ κατὰ κίο[να] αὐτὸς αὐτῶι καν[όν]ι λιθίν[ω]ι ὀρθά. ὁμαλιεῖ δὲ [κ]α[ὶ] τ
ὰς σ[π]εί̣ρα[ς] καὶ τοὺς κίονας καὶ τὰ ἐπίκρ[αν]α ἀπὸ
λιστ[ρ]ίο μὴ ἔλαττον ἢ ἐπὶ ἡμιπόδιον κύκλωι ἅπαντ̣α̣ καὶ καθιεῖ εἰς ἔδρ
αν ὁμοίως πανταχῆι. τ̣ετρᾶναι δὲ καὶ τοῖς
ἐμπολίοις καὶ μολυβδοχοῆσαι ὡς ἂν ὁ ἀρχιτέκτων κελεύ[η]ι. καὶ ἀποδώσ
[ε]ι ἑστηκότας ὀρθοὺς καὶ ὑγιε[ῖς κ]α[ὶ] ἴσου
ς ἀλλήλοις κατὰ κεφαλὴν καὶ ὀρθοὺς πρὸς τὸν διαβήτην πανταχῆι. θήσε
ι δὲ τ̣ο[ὺ]ς [λ]ίθους πα[ρόντο]ς τοῦ ὑπ
αρχιτέκτονος. ἐπειδὰν δὲ συγκείμενα ᾖ̣ι πάντ[α] καὶ μεταξὺ τιθέμε[να τὰ
ἐμπόλια?] ··Υ·····12····· παρέξ
ει δὲ αὐτὸς αὐτῶι ὁ μισθωσά[μ]εν[ο]ς τὸ ἔργον πάντα ὅσων [ἂν δ]έηται
πρὸς [τ]ὸ [ἔ]ρ[γον πλὴν ἐμπ]ο[λίων κ]αὶ μο
λύβδου. τοῦ δὲ παραδείγματος τοῦ πεποιημέν̣ο̣ [τ]οῦ ἐ̣[π]ικράνου [ἕστα]ι
μ̣ί̣σθ[ωσις κατὰ λόγον] τοῦ [ἀρ]γυρίο
υ, ὅσου ἀμ μισθωθῆι τὸ ἔργο[ν] ὅτ[ι] ἂν τάξει ὁ ἀρχιτέ[κ]των. κομιεῖ δὲ
καὶ τὸ παρά[δειγμα το]ῦ ἐπικράνου
εἰς Δ̣ῆλ[ον] ὁ μισθωσάμενος τὸ ἔργον τέ[λ]εσι τοῖς αὐτοῦ ὑγιὲ{ι}ς {ὑγιὲς
} καὶ θήσει καθάπερ περὶ τῶν ἄλλων γέ
γραπται, παραλαβὼν ὑγιὲ{ι}ς {ὑγιὲς} Ἀθήνησι. τῶι τε [ὑ]παρχιτέκτονι συ
ντελεῖ εἰς τὸμ μισ̣[θὸν] ἀπὸ τῆς ἡμ[έρ]α
ς ἧς ἂν ἄρξηται ἐν Δήλωι ἐ[ρ]γάζεσθαι, ἕως ἂν ἐπιτελέσηι τὸ ἔργον ὃ
ἂν ᾖι [μεμι]σθωμ[ένος, τὸ τέταρτον]
τοῦ ἀργυρίου, καθάπερ τοῖς τοὺς ὀρθοστάτ[α]ς μεμισθωμένοις ἐν ταῖς συγ
[γρ]α[φαῖς γέγραπται. ταῦ]
τα δὲ ποιήσας ἅπαντα δόκιμα κατὰ τὴν συγγραφὴν ἀπο[δει]ξάτω τοῖς να
οποιοῖς [καὶ τῶι ἀ]ρχιτ[έκτον]
[ι] ὁ μισθωσάμενος τὸ ἔργ[ο]ν τέλος ἔχοντ̣α̣ ὀκτὼ μηνῶν ἀπὸ τοῦ χρόνο
υ οὗ ἀμμισθώσηται. τοὺ[ς δὲ ἐγγυη]
τὰς καθιστάναι κατὰ :Χ: ἀξιόχρεως. ἐὰν δὲ μὴ πο[ι]ήσε[ι ἐ]ν τῶι χρόνωι
δόκιμα κ̣α̣[τὰ τὴν] συγγ[ραφὴν, ἀ]
ποτινέτω :Δ: δραχμ[ὰ]ς τῆς ἡμέρας ἑκά[σ]τη[ς] ἕως ἂν πο[ιή]σει δόκιμα
κατὰ τὴν συγγραφήν, εἰσπρ[ατ]τό
ντων δὲ αὐτὸν καὶ το[ὺ]ς [ἐγγ]υητὰς οἱ ναοποιοὶ τ[ο]ῦ̣[τ]ο [τὸ ἀ]ργύριον
καὶ τ̣ἆλλα ποιούντων καθάπ[ε]ρ το
ῖς ἄλλοις μισθωταῖς [κ]α[ὶ] ἐγγυηταῖς τῶν ἔ[ργ]ων ἐ[ν τῆι συγ]γραφῆ̣ι γέ
[γραπτ]αι. τοῦ δὲ ἀργυρίου λή
ψεται τὸ μὲν ἥμισυ ἐπειδὰν τοὺς ἐγ[γυ]η[τ]ὰς [κ]ατ[αστήσει], τ[οῦ δ]ὲ λοι
ποῦ τὸ ἥμισυ ἐπειδὰν ἐξειργασ
[μ]ένα ᾖι τῶν ἔργων τὰ ἡμί[σ]η, τὸ δ[ὲ λοιπ]ὸ[ν] ἐπειδὰ[ν πάντα] τέλος ἔ
χον[τα δείξει. ἐ]ὰν δ[έ τι ἀντιλέ]γωσ
[ιν] οἱ μεμισθωμένοι πρὸς [ἀ]λλήλ[ους] πε[ρὶ τ]ῶν ἔργων [κρινοῦσιν οἱ ν
αοποιοὶ···9·····. κεφ]ά̣[λα]ιον
[ἀρ]γυρίου μισθωμάτων τῶ̣[μ] μισθωθέ[ντ]ω[ν ·····43·····] ἰε
[ρὰ?] ἀνηλωμένα :4925drs:··4··ΕΥ·Τ····8····ΩΟ [·····21····· ἐπὶ τ̣ῆ̣]ς Αἰγη
ίδο
[ς δευ]τέρας πρυτανείας, κυρωτὴς ἐ[κ] τῶ̣[ν] π̣[ρυτάνεων το]ύτω[ν ·····23
·····], Βοηδρομ
ιῶνος τρίτηι ἱσταμένου, δικαστήριο[ν ····10·····]ον : λ[ίθους ἐμισθώσατο σύ
μπαν]τας :665drs2obs.
τὸν λίθον ἕκαστον :6: κεφάλαιον ἀργυ[ρ]ί[ου λίθων τ]ούτω[ν ἁπάντων
7337 μισθωτὴς Κ
άνων Διονυσοδώρου Θεσπι[ε]ύς· ἐγγυ[ηταὶ ····9·····]οκράτου ···7····ίδη[ς, Νικ
όδ?]ημος Πίστωνος Ἀ
θμονεύς, Πυργίων Γναθίου Ἀφ[ιδ]ναῖο[ς, ·····10·····] Οἰνοστράτ̣ου̣ Ἀ[ν]α[γ]
υ[ράσιος], Θουκυδίδης Ἀλκισ

θένους Ἀφιδναῖος.

A44. ID 104(5) Face A (359/358BC)

τάδ]ε ἐμ1ισθώθη ἔρ[γα], δ[ικασ]
[τήριον τὸ πρῶτον? τ]ῶν καινῶν, ἐπ' Εὐχαρίστο ἄ̣[ρχοντος, ἐπὶ τῆς – – – δευ]τέρας πρυτα[ν]είας, ὀγ
[δόηι -8-9- Με]ταγειτνιῶν[ο]ς μηνός· κυρ[ωτὴς ἐκ τῶν πρυτάνεων τούτω ν' Ἱερ]ομνήμων Τε[ι]σιμάχο
[ἐκ Κοίλης? ἐπιστ]ύλια τοῖς κίοσιν ἐργάσασ[θαι – – – κεφ]άλαιον ἀργυρ[ί]ο τούτ
[ων τῶν ἐπιστυλί]ων ν 1200: μισθωτὴς Χα[– – – – ἐγγυητὴς – – – –]μος Ε ὑαρχίδο Κυδ̣
[– – συγγραφ]αὶ καθ' ἃς ἐμισθώθη ἡ κα̣[τασκευὴ τῶν ἐπιστυλίων τούτων? τ]ὰ ἐπιστύλια τὰ ἐπὶ Τ
[– – – τεμὼ?]ν̣ ἐξ τῆς πέτρας τῆς Γ – – – – – – – – – – Ι τοὺς γεγραμμέ
[νους – – σκ?]άφει τεῖ λιθοτομικῆι εξ – – – – – [ὡς ἂν] κελεύει ὁ ἀρχιτ
[έκτων – – – – με]γος αὐτὸς αὐτῶι ὀρθά – – – – – – – – – – – – – – – – – – [λιστ]ρ̣ίωι ἡμιτριβεῖ μὴ
[ἐλαττ– ἢ?] – – – α ὀρθὰ καὶ συνθήσ[ει] – – – – – – – – – – – – – – – – – β αλλόντων ἑκατ
[έρωθεν?] – – – – – – – – – ὁμοίως πα[νταχῆι?] – – – – – – – – – – – – – – – αι πρὸς τὸν διαβ
[ήτην – – – – – – – – – – – συ]νφεροντ – – – – – – – – – – – – – – – – – [ἀπὸ? λι]στρίου ἡμιτριβοῦ
[ς] – – – – – – – – – – – – Α – ν πανταχῆι ἀφολι
[δωτ – –] – [δ]εσμ̣οῖς καὶ γόνφ
[οις] – ὀρθὰ καὶ εὐτενῆ Α
– ν ὑπάρχοσιν. τὰ δὲ δ –
– ὅποι ἂν? οἱ ναοποιοὶ
[– – – – – – – – – – – – – – – – – – – δόκιμα? κατὰ τὰ]ς συγγραφὰς τριάκο
[ντα ἡμερῶν ἀπὸ τõ χρόνο οὗ ἂμ μισθώσηται? τῶι τε ὑπαρχιτέκτονι συν τελεῖ εἰς τὸμ μ]ισθὸν ἀπὸ τῆς ἡμέρ
[ας ἧς ἂν ἄρξηται ἐν Δήλωι ἐργάζεσθαι, ἕως ἂν ἐπιτελέσηι τὸ ἔργον, τὸ τέταρτον το]ῦ ἀργυρίου καθάπ
[ερ τοῖς – – – μισθωσαμένοις? ἐν ταῖς συγγραφαῖς γέγραπται. πάντα ὅσων ἂν δεή?]σ̣ει πρὸς τὸ ἔργον κ̣
[ατὰ τὰς συγγραφὰς? παρέξει αὐτὸς αὐτῶι] – – – – – – – – – – – – – – – – – καὶ τὰ μετ..4.. –

A45. ID 104(6) (c 359BC)

.3.. ὅ̣π̣ως ἂν αὐτὸς ΑΙ – [ἐπ]
[ειδὰν τ]ὴν ἐγγύην ἀνα[γράψηι? –τὸ]
[ἥμισ]υ ἐπειδὰν κομίσ[ηι? – – – – – – – – – – – – – – – – – – –ἐὰν δέ τι ἀν]
[τιλέ]γωσιν οἱ μισθωσάμ̣[ενοι πρὸς ἀλλήλους περὶ τῶν ἔργων, κρινοῦσιν οἱ ναοποιοὶ – –κεφάλαιον ἀργυρίου μισθωμάτ]

[ων τῶμ] μισθωθέντων Ι
...6... δικαστή[ριο]ῳ Β
[·· ἐπὶ τῆ]ς Αἰαντ[ίδ]ος [– – πρυτανείας – –]
...6... [Δη?]μοστρ[ατ–?]

A46. ID 104(8) Face B (375-320BC)

.3..ος [Θ]ορίκιος ἐγκνάει, ὃ ἦν Φερε··4··ου : 65drs [τὰ Νο·]
[·σ]θένους καὶ Φραισιηρίδου τὰ ἐγ Γρυνείοι κα̣ὶ?
[Δή]λιος· ἐγγυη : Εὐθυ[κ]ράτης Εὐθύφρονο[ς] ἐκ Κερα̣[μέων]
·ου ᾽Αφιδ[να]ι: τὰ Νο[··σθ]ένους καὶ Φρασιη[ρ]ίδου
··Ι·ΛΡ· 50drs : ᾽Αρχε·ο.3.. Ιου ᾽Αφιδναῖος· ἐγγυητ–
·τ··δου ᾽Αλωπεκῆθεν, Φα[ν]όστρατος Διον[υ]σιφά[νους]
.3.. Κηφισόδοτος [Εὐ]ρυμάχου ᾽Αχαρνεὺς ··ΥΙΣ
·· Θορίκιος, ᾽Αθ[η]ν[ό]δωρος Τελεσιστράτου Μυρ[ρινούσιος – – – – – ἐ]
[ργ]α̣σ[τή]ρ̣[ια? ἃ ἦν ᾽Απ]ο[λ]λωνίου : 160drs : μισθω : Ι·Λ̣
.3..ΟΝΙ·Ο·Ν̣..5... : μισθω : ᾽Αμεινίας Φιλι – –
[·· μ]ισθ : [Χαρισαν]δ̣ρ[ί]δης Χαρισανδρίδου ᾽Ελε̣[υσί(νιος)]
.4...ς ᾽Ε]λευσ[ι : ᾽Αθην]ό[δ]ωρος ΛΓ·ΟΣΙΟΣ ἐμ Π̣ροβ̣[αλίνθωι οἰκῶν]
μ̣ου : 50drs : μισθ̣[ω : ᾽Απ]ο[λλ]όδωρος Διαίτ̣ου Δήλιος
·νιος· ἐγγυ : Δημ[ο]χάρης [Νι]κ[ο]λάου Πραξ̣ιεύς
·ευς. χαλκεῖον ὃ ἦν Λευκίπ[π]ου : 24drs: μι[σθω :]
··ου :60drs : μισθ : Σῖμος Λ̣οκρίωνος ᾽Ρηναιεύ[ς]
··ου ᾽Ο[ἠθεν?] ἐγγυ̣ : Διονυσό[δ]ωρος Δ̣ιο[νυ]σ̣ίο[υ – – – – Χαρισανδρίδ]
[η?]ς [Χ]α̣ρ̣[ι]σα[ν]δρ[ί]δο[υ] ᾽Ελ̣ευσι : οἰκία ἣ ἦν Φωκᾳ̣[ιῶς]
...6...Ο··ΙΛ· ἐντός? ἃ ἦν Φωκα[ι]ῶς : 20□ drs : μ[ισθω :]
··70drs : μι[σθω :] ᾽Αρχίας ᾽Αριστοκρίτου ᾽[Αφιδναῖος]
·Π..4..Σ..4..ος· ἐγγυ : Τιμοκλῆς ΠΛ
Τιμοδ[ή]μ[ο]υ Εἰτεα[ῖ]ος. οἰκία ἣ ἦν Καλλίου : 10 drs – – – – –[Λευκ?ί]
ππο[υ] : ..4..[:] μισθω : ᾽Αριστόβουλος Τιμοξ̣ε̣[ν – –]
ν Πρυτ··ω̣νος Δήλιος· ἐγγυ : Πρόξε[ν]ος Προξ[εν – –]
ρης Σχο[λάρ]χου ᾽Αφ[ι]δ̣[ναῖ]ος ·Υ...6...ΛΙΙ
ΛΙ··Σ,3..Ι Λ··ΟΝ̣ ὃ ἦν ·Χ....7...ου̣ς : ·15drs – – – – – – – – – – – [οἰκί]
α ἣ ἦ[ν] Καλλισθένους : 2[8drs : μισ]θω : Τιμ̣ – – – – ᾽[Α]
ρ̣χίας ᾽[Αριστ]οκρ[ίτ]ου ᾽Αφιδ[ν]α̣ῖ̣ο̣[ς· ἐ]γγυ [: – – – – – – – – – – – – – μ]
[ι]σθω : ·...5..ν Σ[ω]φ[άν]ους Π...5..εύς
[λ] τεύς· ἐγγυη [:] ᾽Επίχαρμος ·Μ....8....Α
φος Κιρρ̣ίου Πρα[σ]ιεύ[ς]. πιθὼν̣ [κ]α̣[ὶ] ὑπερ[ῶιον? – – – – – – – – – – ο]
ἰκία ἣ ἦ[ν Χ]αιρεστράτου : 3drs [:] μ̣ισθω : ·Ε – – – – – [μ]
ισθ : Φίλ[ων] Χαρμ̣ίδου Δήλιος· ἐγγ[υ :] Ε̣ὐκρ – –
.....9....που Παιανιεύς. οἰκί[α] ἣ ἦν ᾽Επι – –
.....9.... [κῆ]π̣ος ὁ πρὸς τῶι [Εὐ?]μ̣αχε̣ίωι Λ
...7....ς. οἰκ̣ίας ἅμυσυ ὃ ἦν Τ̣ύ̣ν̣νω[ν]ος :
....9..... 3drṣ : μισθω : ᾽Αριστοθάλης ᾽Αρι – –
.....12..... μος Χοι[ρ]ύλου Δήλιος· ἐ̣γγ[υ :]
.....12..... Δήλιος· ἐ[γ]γυη : Δημύλος Δη – –
.....13.....άρους ᾽Αλωπεκῆθεν. οἰκία Ι
.....14.....ου̣ Δήλιος· ἐγγυ : Φιλοκλῆ[ς]
.....13..... Λαμπτρεύς. ο[ἰ]κία ᾽Απατουρ̣[ίου]
[– οἰκία – ? ἐ]μ Πεδίωι ἣ ἦν ᾽Απατουρίου
.....12..... [ἐ]ν Τήνωι οἰκίαι̣: μισθ : 60drs
.....14.....2drs : μισθω : ᾽Αρχίας ᾽Αρι[στοκρίτου ᾽Αφιδναῖος]
.....14.....ς ᾽Αριστοδίκου Δήλ[ιος]

..5... Ἀρχίας ᾽Αρι]στοκρίτου ᾽Αφιδνα[ῖος]
50 .....15.....ίδης ᾽Επ[ι]λύκου

A47. ID 104(19) Face A (mid fourth century BC)

·3 ἐξέτεισε : Προξ<ε>νο
·ος καὶ ἀπέσ[τ]η τῶν χωρί[ων –]
δικαστηρίου : 25 drs : καὶ – –
5 ωι Δηλίωι καὶ ΕΠΙΤ·ΡΕ
νως τὸν οἰκέτην τὸν Α[– ἀ]
ναμεμισθωμένων ΟΣ
ἐν ῾Ράμνοις : μισθω[τὴς –]

A48. ID 104(26) Face A (351/350BC)

[ἐν Δήλ]ωι τὸν῾Ιππόδρομο[ν] καὶ τὴ[ν ῞Αφ]
10 [εσιν : – – – : μισθω : – – –, ἐγγυη : – – –]: 50+drs·: μισθω : Ξενο..4..ς Γ..3.
[– – –, ἐγγυη : – – – : – – : μισθ : – – –, ἐγγυη :] Θεοτέλης Θόα[ν]το[ς] ᾽Ραμ[νούσ]
[ιος. – – – : – – : μισθ : – – –, ἐγγυη : – – – ἐν Λει]μῶνι : ·· : μισθ : ᾽Ανδρο[κ]λῆς ··
[– – –, ἐγγυη : – – – : – – : μισθω : – – –]οὺ [Δήλι?]ος, ἐγγ[υ]η : Φιλοκλῆ[ς ·]
[– – – : – – : μισθ : – – –, ἐγγυη : – – –]σ[ιος? Σ]ολόη : 65drs : μισθ : Ξε··
15 [– – –, ἐγγυη : – – – : – – : μισθ : – – –] Πρ[οξ]ενίδου Τειθράσι : ἐγ[γυ]
[η : – – – : – – : μισθ : – – –, ἐγγυη : Χαρισα]νδ[ρ]ίδης Χαρισανδ[ρ]ίδου ᾽Ε[λε]
[υσίνιος. – – – : – – : μισθω : – – –, ἐγγυη : – – – θ]εν. τὰ Σκιτώνεια : 250drs :μισ[θ.]
[– – –, ἐγγυη · – – – : – – : μισθω : – – –]λο[ς] Καλλισθένους Τρινε[μεε]
[ύς, ἐγγυη : – – – : – – : μισθω : – – –, ἐγγ]υ[η] : Θεόμνηστος Δεινίο[υ ᾽Αθ]
20 [μονεύς. – – – : – – : μισθω : – – –, ἐγγυη : Διειτ]ρέφους ᾽Ερ[χ]ιεύς. τὰ ἐμ[Π··]
[– – – : – – : μισθ : – – –, ἐγγυη : – – – : – – : μισθ] : Μόσχος Ἰε]ρωνίδου Χο[λ·]
[– – –, ἐγγυη : – – – : – – : μισθ : – – –, ἐγγυη : – – –]ος Σμ[ικρ]ίωνος ᾽Αχα[ρνε]
[ύς. – αι]νέ[τ]ου Αἰγιλιε[ύς ··]
Χαρμύλος ...5..
25 vacat 0.02m

SECTION B

INDEPENDENT DELOS

B1. IG XI,2 142 (315-300BC)

τὴν γῆν τὴν ἐν Σολόει ἀνεμισθώσαμεν οὐ καθιστάντος τὸν ἐγγυητὴν Ἑρ
μάδ[ου] ὑπὲρ τοῦ [πρότερον ὄντος?]
ἐγγύου Σάττου· ἐμισθώσατο Ἀριστόδικος Ἀρ[ι]στοκράτους δραχμ[αῖς] ·
110· ἔγγυοι Τλ[η]σιμέν[ης τοῦ δεῖνος],
Πυθόδωρος -- Ἀριστοκράτους· τοῦ δὲ μισθώματος ἐπράξαμεν -- κριθὰ[ς
λ]αβόντες δραχμὰς ·140· [τὸ δὲ λοιπὸν]
ὀφείλει Ἑρμάδας -- δραχμὰς ·190· ἡμιόλιον αὐτὸς καὶ [ο]ἱ ἔγγυοι· [ἔγγυ]
ος -- Σάντος Τίμωνος· καὶ ὧι ἔλ[αττον εὗρεν]
ἀναμισθωθὲν τὸ τέμενος τοῦ ἐνιαυτοῦ -- δραχμαῖς ·220. τὸν Ἰπ[πό]δρομον
ἀνεμισθώσαμεν οὐ τιθέν[τος τὸ ἐνη]
ρόσιον Ἀρχάνδρου· ἐμισθώσατο Νικόμαχος Ἀρχ[ά]νδρου δρ[αχ]μῶν·
920· ἔγγυοι Ἀμφίας Χοιρύλου, [Πρωτόλεως]
Λύσου· τοῦ δὲ ἐνηροσίου ἐπράξαμεν ἐκ τῶν κριθ[ῶ]ν δρα[χμ]ὰς· 300·
[δύο] βοῦς ἀπεδόμεθα ·150· τοῦ δὲ ἐνλε̣ίπ[οντος κατέβα]
λε Πρωτόλεως ἔγγυος ὢν κατὰ τὸ ἥμυσυ δραχμὰς ·235· [τὸ] δὲ λοιπὸν
ὀφ[είλει ἡμιόλιο]ν Ἄρ[χ]ανδρος ·235· κα[ὶ ὁ ἔ]γ[γ]υος Ἀ[μφί
ας].

B2. IG XI,2 144 (c305BC)

FACE A

[κέρα]μ̣[ον?] σ̣[υ]ναγαγό[ντι] Κ̣ρ̣ᾳ̣[τί]ππ̣ωι? μισθὸς 55 drs· δ̣ι̣κ̣[α]στηρίωι μι
σθὸς 5 drs·1 ob ξύλα ἐπὶ τὸ Εἰλει
[θύαι]ον [κ]αὶ Ἀμφί[σ]τροφον παρ᾽ Εὐδιδά[κ]του δραχμ[ῶ]ν 16· ἐργασαμέ
νωι Εὐφράνορι μισθὸς 7 drs·

FACE B

[ο]ὗτοι ὀφείλουσι τῶι θεῶι αὐτοὶ καὶ οἱ ἐγγυη[ταὶ - - -]
·· ἐγγεγραμμένοι κατὰ τὴν συγγραφὴν - - - -

B3. IG XI,2 145 (302BC)

τοῦ Διοσκουρίου τὸν τοῖχον ἐξέδομεν
τὸμ πρὸς βορέαν ὑπὸ κήρυκος ἐν τῆι ἀγορᾶι κατὰ συγγραφὴν οἰκοδομῆ
σαι Νίκωνι ·300 drs· τοῦ Ἀσκληπιείου
τὰ πρόπυλα ἐξέδομεν ἐπιστεγάσαι καὶ κεραμῶσαι Πρωτέαι: 400 drs:

ἐξέδομε[ν]
οἰκοδομῆσαι ὑπὸ κήρυκος ἐν τῆι ἀγορᾶι κατὰ συγγραφὴν Ὑψήλωι . . . .

B4. IG XI,2 146 Face B (301BC)

28 ᾽Αναψυκτίδου διώ[ξαν]
τος ψευδ<ε>γγραφὴν ὦ[φ]
30 λεν ᾽Αντίγονος ᾽Ασφή
ρου 89 drs 4 obs 5 chlcs.

B5. IG XI,2 150 (297BC)

FACE A

6 καὶ ἐξέδομεν [μετὰ τ]ῶν ἐπιμελητ[ῶν καὶ ἀρχιτέκτονος ἐργολαβήσαντι Δ
α]
μασίαι Κυπραγόρα Παρίω[ι τὸ στ]ρῶμα τοῦ νεὼ τοῦ ᾽Απόλ[λωνος ποιῆσα
ι? κατὰ συγ]
γραφήν. ἔδομεν παρούσης [βουλῆς κ]αὶ τῶγ γραμματέων καὶ ἐπιμ[ελητῶν
Πρα]
ξιμένους, Πυθέου, Θεοδωρίδ[ου, ··4··]ωνος, Γνωτάδ[ηι] τῶι ἐργώνηι ἀργυρίο
[υ δραχμὰς]
10 . . +45drs3obs. ἐξέδομεν με[τὰ τῶν ἐ]πιμελητῶγ καὶ ἀρχιτέκτονος ἐν τῶι
θεάτρωι θάκους
[ποι]ῆσαι κατὰ συγγραφὴμ Μ[ενεστ]ράτωι Μ··5··· Ķείωι, Χαρισθενίδηι Τι
μώνακτος Παρί
[ωι. ἐξεί]λομεν ἐκ τοῦ ᾽Αρτεμισίου [παρο]ύσης βουλῆς καὶ τῶγ γραμματέ
ωγ καὶ ἐπιμελητῶ[ν]
[εἰς? ἐ]ργώνας ἀργυρίου δραχμὰ[ς ·] 1007 drs. ἐξέδομεν μετὰ [τῶν ἐ]πιμελ
ητῶγ καὶ ἀρχιτ[έ]
[κτονος οἰ]κοδομῆσαι [κατὰ] συγγραφήν· ἠργώνη[σε Πρ]αξικρέων Πραξιέ
πους [Μυ]
15 [κόνιος? – –c.15– – παρ]ούσης βουλῆς καὶ τῶγ γραμματέωγ καὶ ἐ[πι]
[μελητῶν – – – – – – – – – ἐξέδομεν] μετὰ τῶν ἐπιμελητῶγ καὶ ἀρχιτ[έ]
[κτονος – – – – – – – – – – – ἠργώνησ]ε Πραξικρέων Πραξιέπους Μυ[κό]
[νιος? – – – – – – – – παρούσης βουλῆς καὶ τῶγ γρ]αμματέωγ καὶ τῶν ἐπ
ιμ[ελη]
[τῶν –] τῶν θάκων
– [κατὰ συγ]γραφὴ[ν]

FACE B

καὶ τάδε ἄλλα ἔργα ἐξέδομε[ν]
11 ἐν τῶι ᾽Ασκληπιείωι κατὰ ψήφισμα [τοῦ δήμου καὶ κατὰ σ]υγγραφὴν με
τὰ τῶν ἐπι[μελη]
τῶγ καὶ ἀρχιτέκτονος [– –c.18– – τὸν τοῦ ᾽Ασκ]ληπιοῦ νεώ· ἠργώνη[σε
Νική]
[ρατ?]ος Σωπόλιος ἀν – – – – – – – – – – – ἐκ τοῦ ᾽Αρτεμι[σίου ··5···]
[π]ύλας καὶ τῶι [– – – – – – – – – – – – – Π]ραξιμένο[υς – c.12 –]
15 τοῦ [Κερ]ατῶνος Γνωτάδ[ης – – – – – – – – –]σο– – – – – – – – –
·3··ου μετὰ τῶν ἐπιμελητῶγ [καὶ ἀρχιτέκτονος – – – – – – – – – – –
– – – –]
···5·· καὶ ἐν τῶι ᾽Ασκληπιείωι – – – – – – – – – – – – – – – – – – –

[παρο]ὑ̣σ̣ης βουλῆς καὶ [τῶγ γραμματέωγ καὶ ἐπιμελητῶν – – – – – – – –
– – –]

B6. IG XI,2 152 Face A (early 3rd century BC)

– – – – – [Νεοκροντίδου? τ]οῦ Βλεπύρου –
–εμ··4·· τοῖς δὲ ὑπε–
–ο·ας μετὰ βουλῆ̣[ς] –
–καὶ τὰ ἐν ··μεμ–
– [ὀφεί]λ̣ειν αὐτοὺ̣ς ἐν τῶι δικα
[στηρίωι – – – multa desunt – – –]Δ̣·λ̣ειω·ν·ης – –
– [γ]ῆ̣ν ἣν Δίαιτος ἐμισθώ
[σατο – – – – – – – – – – – τόκ]οις ἐπιδεκάτοις, τὸ δὲ
– [κ]αὶ τὸ ἐγ Χαρωνείαι κα
– τοὺ̣ς γεωργοῦντας ἐν
–ΙΛΛΤΟΣΑΕΠΑ̣Ρ̣ΧΟΥΣ
–ο̣ν ἀποστερήσει τῆς
–οησε πρὸς τὴν μίσθ[ω]
[σιν – – – – – – – – – – δραχμ]α̣ῖ̣ς χιλίαις τετρα[κο]
[σίαις – – – – – – – – – – – – – –]οις·
κεφάλαιον
– [παρέδ]ωκα ἱεροποιοῖς

B7. IG XI,2 153 (297-279BC)

τούτους οὐκ ἐδυνάμεθα
εἰσπρᾶξαι, ἀλλ᾽ ὀφείλουσι. Τοῦ πορθμείου τοῦ εἰς ῾Ρήναιαν ἔγδειαν ὀφε[
ι]
λει Πολιάνθης Φιλοξένου καὶ ὁ ἐγγυητὴς Σῖ<μ>ος Πολιάνθου. vac.
3 vss. vacant
οἵδε ἐγδείας ὀφείλουσιν τῶν γεωργῶν [τῶ]μ μισθωθέντων {των} τεμε
[νῶν – – – – – – – – καὶ ὁ ἐγγ]υητὴς αὐτοῦ ᾽Αριστόδικος
– [καὶ οἱ ἐγγυ]ηταὶ αὐτοῦ Ὕψηλος
– [ὀφείλου]σ[ι]ν τῶι θεῶι
– ἐγγυηταῖς
- ου 40 drs

B8. IG XI,2 158 Face A (282BC)

καὶ τάδε ἔργα ἐξέδομεν κατὰ] ψηφίσματα τοῦ δήμου καὶ κατὰ συγγραφά
ς·
τοῦ νεὼ τῆς ᾽Αρτέμιδος τοῦ προδόμου τὸν τοῖχον τὸν ἀριστερᾶς [– c.18
– – ἀπὸ? τοῦ προ?]θ̣ύ̣ρου πρὸς τὸ διάφραγμα ξυλῶσαι καὶ δια
φράξαι ἀπὸ τῶν ὑπαρχόντων διαφραγμάτων πρὸς τὴν ὀροφὴν ὥστε παρέ
[χ]ειν [αὐ]τῶι πάντα ὅσων ἂν δεῖ εἰς τὸ ἔργον· ἠργο
[λ]άβησεν Φίλων δραχμῶν 600· τῆς οἰκίας τῆς ᾽Επισθενείας τῆς ἐγ Κολ
ωνῶι ἧ̣[ι γ]είτων [ἡ τῶ]ν᾽Αμφιτίμου παίδων ἐξέδομεν τὸν
[το]ῖχον τὸμ πρὸς νότον τοῦ κλεισίου οἰκοδομῆσαι καὶ ὑπέρθυρον ὑποθε
ῖναι τῶι {τῶι} θυ[ρῶνι]· ἠργολάβησε Νίκων δραχμῶν vac.

43· τὸν θυρῶνα τὸν ἐν τῶι ᾽Αρχηγέτηι τὸμ πρὸς νότον οἰκοδομῆσαι ἐξέ
λαβεν Δη[μόφιλος?] δραχμῶν 35· εἰς τοῦτον πλίν
θοι [πα]ρ᾽ ᾽Αμφικλέους διακόσιαι ἐνενήκοντα, τιμὴ 18 drs 5 obs·

B9. IG XI,2 159 Face A (280BC)

74 [– –c.17– – ἐ]δανείσαμεν τοῦ ἱεροῦ ἀργυρίου κατὰ τὸν νόμον [καὶ κατὰ
συγγραφὰς?] βουλῆς κελευούσ[ης – – –

B10. IG XI,2 161 (279BC)

FACE A

22 τῆς οἰκίας ἣ ἦν ᾽Επισθένους, ἣν ἐμεμίσθωτο ᾽Απήμαντος Λεω
φῶντος δραχμῶν ·51· παρὰ Πρωτόλε[ω]
τοῦ ἐγγυητοῦ κατὰ τὸ ἥμυσυ ·25 drs 3 obs· τῆς οἰκίας ἣ ἦν᾽Αρκέοντος π
αρὰ ᾽Αρκέοντος ·25 drs· τῆς οἰκίας ἣ ἦν Πυθαγόρου παρὰ Φίλτ
ου · 25 drs · τῆ[ς]
24 οἰκίας ἐν ἧι ᾽Αντίγονος οἰκεῖ παρὰ ᾽Αρχεπόλιος ·60 drs· τῆς οἰκίας ἣ
ἦν ᾽Επισθένους ὑπὲρ Τολμίδου οἱ ἔγγυοι Τεισικλῆς Λύσου,᾽Αν
τίγονος Κυδι[θάλου] 60 drs.

39 ἄλλας παρὰ βουλευτῶγ καὶ ἱεροποιῶν
40 τῶν ἐπ᾽ ἄρχοντος Χάρμου δραχμὰς ·200· ἃς ἐξέτεισεν ῾Υψοκλῆς᾽Αρχεστ
ράτου ὑπὲρ τῆς ἐγγύης ἧς ἠγγύητο ᾽Αμφίστρατον ῾Υψοκλέους· ἄλ
λας παρὰ βουλευτῶν τῶν ἐπ᾽ ἄρχοντος ῾Υψοκλέο<υ>ς ·175 drs · ἃς ἐξέτε
ισε ᾽Αριγνωτος ᾽Αντιπάτρου ὑπὲρ τῆς ἐγγύης ἧς ἠγγύητο Δίαι
τον ᾽Απολλοδώρου
τῆς τοῦ θεάτρου περιοικοδομίας τὸ καθ᾽ αὐτὸν μέρος· καὶ παρ᾽᾽Αντικράτ
ους τοῦ Τιμησιδήμου ἀντὶ τοῦ παλαιοῦ ἀργυρίου δραχμὰς ·100·
τοῦ
φοίνικος τοῦ περιγενομένου ἀπὸ τοῦ παραδείγματος, παρὰ Φανέου ·6 drs·
τῶμ περιστερῶν τῆς κόπρου ·6 drs· τῆς πορφύρας ·7 drs· συκαμί
νο[υ ·].

τάδε ἔργα ἐξεδώκαμεγ κατὰ ψηφίσματα τοῦ δήμου μετὰ τοῦ ἀρχιτέκτον
ος καὶ τῶν ἐπιμελητῶν οὓς εἵλετο ὁ δῆμος καὶ {καὶ} κατὰ συγ
45 γραφάς. τοῦ νεὼ τοῦ ᾽Απόλλωνος τοῦ περιστύλου τοῦ κατάπροσθεν τῆς
ὀροφῆς ποιῆσαι φάτνας δέκα πέντε ἠργολάβησεν Φανέας
Καϊκου καὶ Πεισίβουλος Πάριος, τὴν φάτνην ἑκάστην δραχμῶν ·300· ὥσ
τε παρέχειν αὐτοὺς ἑαυτοῖς πάντα ὅσων ἂν δεῖ εἰς τὰ ἔργα
πλὴν ξύλων· τούτοις ἐδώκαμεν κελευόντων ἐπιμελητῶγ καὶ ἀρχιτέκτον
ος τὴμ πρώτην δόσιν δραχμὰς ·2250· ποιήσασι δὲ τὰ
ἡμίση τῶν ἔργων κατὰ τὴν συγγραφὴν ἐδώκαμεν δευτέραν δόσιν δραχμὰ
ς ·1800· συντελέσασι δὲ τὸ ἔργον καὶ ἀποδοῦσι ⟦– –⟧
δόκιμον κατὰ τὴν συγγραφὴν τὸ ἐπιδέκατον ἀπεδώκαμεν ἀρχιτέκτονος
καὶ ἐπιμελητῶν κελευόντων δραχμὰς ·450·

τοῦ νεὼ τοῦ πωρίνου τὴν ὑπωροφίαν ἐργάσασθαι καὶ ἐπιθεῖναι παρέχοντ
ας αὐτοὺς αὐτοῖς εἰς τὰ ἔργα πάντα ὅσων ἂν δεῖ πλὴγ ξύλων
καὶ κεράμου ἠργολάβησαν Δεινοκράτης Λεωφάντου, Ξενοφάνης Σύριος,
Θεόφαντος Καρύστιος δραχμῶν ·1300· ⟦– –⟧ τούτοις ἐδώκαμεν
ἀρχιτέκτονος καὶ ἐπιμελητῶν κελευόντων τὴμ πρώτην δόσιν δραχμὰς ·6
50· ποιήσασι δὲ τὰ ἡμίση τῶν ἔργων, ὡς ἡ συγγραφὴ λέγει,
τὴν δευτέραν δόσιν ἐδώκαμεν δραχμὰς ·520· συντελέσασι δὲ τὸ ἔργον κα
ὶ ἀποδοῦσι δόκιμογ κατὰ συγγραφὴν τὸ ἐπιδέκατον
ἀπεδώκαμεν ἀρχιτέκτονος καὶ ἐπιμελητῶγ κελευόντων δραχμὰς ·130·

ὑπὲρ Θεοφίλου τοῦ ἐργολαβήσαντος τὰς παραετίδας ἐργάσασθαι
τῶι νεῶι τῆς ᾽Αρτέμιδος τοῖς ἐγγυηταῖς αὐτοῦ Σωσιμέ<νει>
καὶ Τιμησιδήμωι συντελέσασι τὸ ἔργον κατὰ τὴν συγγραφὴν τὸ ἐπιδέκατ
ον ἀπεδώκαμεν δραχμὰς ·135.

FACE D

vss. 8 consulto erasi
οἵδε ἐνοίκια οὐ [τε]
θήκασιν [ἐπὶ] τῆς
ἡμετέρας ἀρχῆ[ς],
ἀλλὰ ὀφεί[λουσι]
τῶι θεῶι αὐτοὶ
καὶ οἱ ἐγγυηταί·
᾽Αριστοκράτης
᾽Αμύνου δραχμὰς
39· ἔ[γγυ]
οι ᾽Ηγησαγόρας Μ[η]
τροδώρου, Μητ[ρό]
δωρος ᾽Αμύνου·
᾽Απήμαντος Λε̣[ω]
[φ]ῶντος ·25 drs 3 obs· [ἔγ]
γυος <Σ>φόγγος? ᾽Α[πη]
μάντου· ῾Ιέρακο[ς]
Θεοκύδους ·33 drs
1/2 ob· ἔγγυοι Διογ̣[υ]
σόδωρος Μᾳ[ρ]α[θω]
νίου, Τιμοκράτης
᾽Επιγένους. vac.
vac. vss. 2

B11. IG XI,2 162 Face A (278BC)

τῆς οἰκίας ἣ ἦν᾽Αρκέοντος παρὰ ᾽Αρκέοντος ·25 drs· τῆς οἰκί
ας ἣν ἐμε[μίσ]θωτο᾽Απήμαντος Λεωφῶντος παρὰ τῶν ¨ἐγγυητῶ
ν Πασιτίμου
τοῦ ᾽Ορθοκλέους ·25 drs 3 obs· καὶ παρὰ ᾽Αλεξ<ι>βίου τοῦ Αὐτοσθένους
·25 drs 3 obs · τῆς οἰκίας ἣ ἦν τῶν παίδων τῶν᾽Αριστ[οβούλου]
παρ᾽ Αὐτοσθένους¨· 39 drs 2 1/2 obs· τῆς Μενιππείας οἰκίας

παρὰ Μνησάλκου τοῦ ταμίου ·40 drs · τῶν οἰκιῶν τῶμ πρὸς τῶι σιδηρεί
ωι παρὰ ᾽Ελπίνου ·40 drs · τῆς Χαρητε[ίας οἰκίας] τοῦ ἀνδρῶν
ος τοῦ πρὸς τῆι θαλα̲ττηι para̲ τῶν Διοφάντου
παίδων ·17 drs· τῆς οἰκίας ἣν ἐμεμίσθωτο Τολμίδης Πάριος παρὰ τῶν ἐγ
γυητῶν Τεισικλέους τοῦ Λύσου [·60 drs?· τῆς οἰκίας ἣ ἦν]᾽Αντ
ιγόνου τοῦ Τιμοκράτους¨ὑπὲρ ᾽Α̲ρχε̲πόλιδος
[δ]ραχμαὶ ·60. vac.

ἄλλας παρ᾽ ῾Ηγία ἔκτεισμα ἐξ εὐθυνῶν ·35 drs 3 obs 3 chlcs · καὶ παρὰ ᾽
Ανασχέτου ·25 drs 4 obs·

B12. IG XI,2 165 (c280BC)

᾽Αντιγόνωι᾽Ανδρομένους ἐγγυητῆι γενομένωι ᾽Αριστοκλέους τῆς οἰκοδ
ο]μ̣ία[ς]
[κ]αὶ πάντα συντ[ελέσ]αντι τὰ ἐνλειφθέντα τῶν ἔργων τὸ συνλογισθὲν το
ῦ̣ [ἐνιαυ]τοῦ ἀπ[έδο]
[με]ν ·133 drs· ἀπομετρησάμενοι τοῦ ἔργου ὀρ[γυ]ὰς ·130 drs 3 obs. vac.

B13. IG XI,2 199 (274BC)

FACE A

[τῆς] ἐγδείας ἧς ἠγγυήσ[α]το ᾽Εροτίων 2 drs 2 obs· ὑπὲρ Πολυζήλου τοῦ
ἐγγυησαμένου ᾽Επαρχίδης κατὰ τὸ ἤμυσυ τοῦ [ἐνηροσίου τ]ο[ῦ
ὀφ]ε[ιλομένο]υ? ἐπὶ Πορθμῶι¨κατέβαλ[ε]ν – – – – – – – –

καὶ τάδε [ἔ]ργ[α ἐ]ξέδομεν¨<μετὰ> τοῦ [ἀρ]χιτέκτονος καὶ τῶν ἐπιμελητ
ῶν κατὰ τὸν
νόμον· [εἰς] τὰ μεταστύλια τοῦ Π[ωρίνου?] τρυφάκτους· Νικοκλῆι Νίκω
νος τρύφακτον 5[70] drs·᾽Αντίκωι Καΐκου τρύφακτον ·570 drs·
᾽Αγλωσθένηι [Ναξί]ωι τρύφακτον 570 drs· ᾽Ονησιφῶντι τρύ[φα
κτο]ν 5[70 drs· ··]λλ···ίαι τρύφακτο[ν]
570 drs· τούτων ἀπέδομεν ἑκάστ{τ}ωι, κελεύοντος ἀρχιτέκτονος καὶ ἐπιμ
ελητοῦ Φίλλιδος· Νικοκλεῖ ὑπερελόντες τὸ ἐπιτιμηθὲν δραχμὰς
·12· τὸ γινόμενον¨·5[58 drs·]

᾽Αριστοκλῆι τῶι ἐγλαβόντι στρῶσαι τὴν στοὰν τὴν ἐν τῶι ᾽Αρ
τεμισίωι δραχμῶν ·16 drs, ὑπερελόντες τὸ ἐπιδέκατον ὃ¨ἐπετίμησ
εν ἀρχιτέ
κτων τὸ λοιπὸν ἀπέδομ[εν ·3]2 drs· [Φ]ιλώται τῶι ἐγλαβόντι τὴμ τράπεζα
ν τὴν ξυλίνην δραχμῶν ·68, συντελέσαντι τὸ ἔργον κατὰ τὴν σ
υγγραφὴν ἀπέδομεν τὸ¨γινόμενον κελεύοντος
ἀρχιτέκτονος καὶ ἐπιμελητῶν Μενύλλου, ᾽Αριστοβούλου, ᾽Αριστοθέου·
Δαιδάλωι τῶι ἐγλαβόντι περιαργυρῶσαι τὴν τράπεζαν μισθὸς τὴ
μ [μνᾶν ··]ΔΔ, ἀποστησάμενοι κατὰ τὴν συγγρα
[φὴν] καθ᾽ ἕκαστον ····8···· μετὰ τοῦ ἀρχιτέκτονος καὶ τῶν ἐπιμελητῶν κ
αὶ συλλογισθέντος τοῦ ἀργυρίου οὗ ἔχει ἡ τράπεζα δραχμῶν ·35

65· ὑπερελόντες τ[ῆ]ς [μνᾶ]ς¨ὃ ἐπετίμησεν ὁ ἀρχιτέκτων δρα[χμ
ὰς]
85 22, τὸ λοιπὸν ἀπέδομεν ··4·· 2 drs· Μνησιβούλωι Μυκονίωι τῶι ἐγλαβόντ
ι τὸ Διοσκούριον ἐδαφίσαι καὶ τὰς πέτρας ἐγλιθεῦσαι δραχμῶν ·
110· ὑπερελόντες τὸ ἐπιδ[έκ]ατον¨ὃ ἐπετίμησεν ὁ ἀρχιτέκ[των]
[καὶ οἱ] ἐπιτιμηταί, τὸ λο[ιπὸν ἀπ]έδομεν ·99 drs·

FACE B

93 ϙαὶ οἵδε τῶμ μεμι[σθω]μένων τὰς οἰκίας μισθώματα οὐκ ἀποδόντες ὀφεί
λουσι τῶι θεῶι αὐτοὶ καὶ οἱ ἐγγυηταί· τῆς Χαρητείας τῶν ἀνδρ
ώνων Μνῆσις 25 drs· τοῦ ἀνδρῶνος¨τοῦ παρὰ θαλάσ[σηι]
[Μνη?]σίλεως Πυρρί(δου) 20 drs [. . . obs· ᾽Α]ρκέων Σωτά(δου) 30 drs· τ
ῆς οἰκίας οὗ ὤικει ᾽Αντίγονος, Μνησίλεως 10 drs· τῆς Σωσιλεία
ς Τελεσαρχίδης 76 drs 4 obs· ⟦τῶμ πρὸς τῶι σιδηρείωι .....11.....15 ·
⟧ τῆς ᾽Επειθένους ᾽{Επισθένους} Πορος {Πάρ[ι]ος} καὶ ἔγ<γ>υος
Προκλείδης 5[0+ drs]

96 [οἵδε τῶν τέλη] πριαμένων οὐκ ἀποδόντες ὀφείλουσιν· τοῦ πορθμείου το
ῦ εἰς ᾽Ρήνειαν, Νικόδρομος Τεύ(κρου) καὶ ἔγγυοι ᾽Αριστόλοχος,
Φίλλις Δι(αίτου) 166 drs·¨τῶν ἡμιωβελίων Εὐμήδης καὶ ἔϱ[γυος
? – – – – – – –]
[– – c.12 – – το]ῦ εἰς Μύκονον πορθμείου, ᾽Αριστέας ᾽Ερμο(δότου) καὶ ἔ
γγυος᾽Ηγίας 15 drs· τοῦ λιμένος Θεόδ⟦–⟧ωρος {Θεόδωρος} καὶ ἔγ
γυος Σώσιλος Π[άχ]η(τος)¨40 drs. vac.

FACE D

52 ··, ἐν[ηνο]χό̣των δὲ ἡ
[μῶν] τὸν λόγον πρὸς τὴ[ν]
[βουλ]ὴν παρεγένετο
55 [αὐτὸς] πρὸ̣ τῆς ἀγωγ[ῆς]
[τοῦ ἐγγύ]ου μη ..3.

B14. IG XI,2 203 (269BC)

FACE A

62 δικαστηρίωι μισθὸς τοῖς ἐπιτιμήμασιν :16 drs 5 obs: ἡλιαίαι μι
σθὸς τῆς γρα φῆς ἧς ἐγράψατο Σωσιμένης Εὔβουλον δραχμαὶ :
[8]3 drs 2 obs:

78 καὶ τάδε ἔργ[α]
ἐξέδομεν κατὰ ψήφισμα τοῦ δήμου καὶ κατὰ συγγραφὰς μετὰ το[ῦ] ἀρχιτ
έκτονος καὶ ἐπιμελητῶν· Διονυσίωι ἐγλαβόντι τὴν ὀρχήστραν
τοῦ θεάτρου καταχρῖσαι τὴν πρώτην δόσιν

80 ἔδομεν κατὰ τὴν συγγραφὴν δραχμὰς : 24 drs 1/2 obs : συντελεσαμένωι δ
ὲ τὰ ἡμίση τῶν ἔργων ἔδομεν τὴν δευτέραν δόσιν δραχμὰς : 12
drs 1/2 ob 3 chalcs : συντελεσαμένωι¨δὲ τὸ ἔργον κατὰ τὴν
συγγραφὴν ἀπέδομεν τὸ λοιπὸν : 12 drs 1/2 ob 3 chalcs : κελεύοντος ἀρχι
τέκτονος·

FACE B

9 συντελεσαμένωι δὲ τὰ ἡμίση
10 [τῶν ἔργων ἔδομεν τὴν δευτέραν δόσιν δραχμὰς : 33 drs 3 obs 9 chalcs: κ
ελεύοντος ἀρχιτέκτονο]ς· τὸ δὲ ἐπιδέκατον ἐπέβα[λλ]εν ὁ ἀρχι
τέκτων·

FACE D

56 ᾽Ανδρομένου δ[ὲ]
[ο]ὐ καταβαλόντος
τὸ λοιπὸν τοῦ πορ
θμείου τοῦ εἰς ῾Ρή
60 νειαν, ἐνεγράψα
μεν τὸν ἔγγυον
Φίλιον Χαρίλα
δραχμὰς 230 drs·

67 καὶ οἴδε τόκους οὐκ [ἔ]
θεσαν ἀλλ᾽ ὀφείλου
σι τῶι θεῶι αὐτοὶ
70 καὶ ἔγγυοι· ⟦– – – –⟧
rasura 15 vss.

B15. IG XI,2 223 Face A (262BC)

50 καὶ οἴδε ὀφείλουσι τῶι θεῶι καὶ οἱ [ἔγγυοι] –
Δημόνους Νίκωνος τοῦ πορθμείου τ[οῦ] εἰς [Μύκονον *vel* ῾Ρήνειαν?] –
·· ἔγγυος ᾽Ακριδίων ᾽Ελπίνου ...7....ΛΙ –

B16. IG XI,2 226 Face A (257BC)

11 [ἀνεμισθώσαμεν δὲ τὰς ἱερὰς οἰκίας εἰς πέντε ἔτη καὶ οἴδε κατὰ
συγγρ]αφὴν ἐμισθώσαντο· τῆς Χαρητείας τὸν ἀνδρῶνα Μέ
νης Εὐέλθον[τος]
[δραχμῶν – –· ἔγγυοι – – – – – – – – – – – τ]ὸν ἀνδρῶνα τὸμ πρ
ὸς τῆι θαλάσσηι ᾽Αρίγνωτος Μνησικλέους δραχμῶ[ν]
[– –· ἔγγυοι – – – – – – – – –·

23 καὶ οἴδε τόκους ὀφείλουσι καὶ οἱ ἔγγυοι· – – – – – – – –]10
drs 1 ob Μνήσαλκος Μνησάλκου 60 drs· Εὐρυμάνθους κ[λη]

[ρονόμοι 60 drs· – – – – – – – – – – – – ʽΕρμοδότου κληρ]ονόμοι [17 drs· Δ
ι]αίτου κληρο<νό>μο<ι> 6 drs 3 obs· Κλεινόδικος Στησίλεω 10
drs·
[– ʽΡά]δις Διδύμου [3]5 drs· Φι[λ]τῆς Τ
ληπολέμου 150 drs· Γέρυλλος Πιστοξένου 10 drs·
[– – – – – – – – – – – – – – – οἱ κληρονόμοι] Φίλλιος 20 drs· Ξέν[ων]ʽΕρμι
ονεὺς 2 drs 2 obs· Μειλιχίδης Ποσείδιος 23 drs· Φερεκλείδ[ου]
[κληρονόμοι – – – – – – – – – – – – – – – – – – το]ύτων Πυθοκλῆ[ς ἀπέδωκε
?] τὸ ἐπιβάλλον αὐτῶι μέρος. vac.
vac
– ους δραχμῶν 560. ..4.. οὐκ ἀποδόν
τες ..4..ένους τὸ ἐνηρόσιον τοῦ ἐγγ[υ]
[ηθέντος – – – – – – – – – – – – – – – ὑ]πὲρ τοῦ πατρὸς τὴν ἐγγύαν τοῦ ἐνη
ροσίου τὸ ἥμυσυ δραχμὰς 390 drs· Τελ[έ]
[σ– – – – – – – – – – – – – – – τῆς γῆς τῆς ἐν] Χαρητείαι ἣν ἐμεμίσθωτο Τ
ελέσων Ξένων[ο]ς καὶ ʽΕκέ[φυλος? ..3.] 1200 drs
– – – – – – – – – – – – – – – – – – – –κριτος δραχμὰς 3 καὶ ἀπέδωκε Αὐτ
οκλῆς Τελέσωνος ὁ ἔγγυος τὸ ἥμυσυ 10 drs 1 ob
– – – – – – – – – – – – – – – – – – – –ύου δραχμὰς 220 drs?.. Λ·Ε τὸ ἥμυσυ τῆ
ς μισθώσεως ἀπέδωκεν Μνησίμαχος
[– – – – – – – – – – – – – – – ʽΑρι]στείδου ὑπὲρ ʽΕργ[οτέ]λ[ους] δραχμὰς
250 drs 3 obs· ΠΑΡ vac. ⟦– – – – –⟧
⟦– – – – –⟧ [τῆς] γῆς τῆς ἐλ Λειμῶνι ἣν ἐ[με]
[μίσθωτο – – – – – – – – – – – – –] ἀπέδωκε Πισ[τ]ῆς ὁ ἔγγυος [τ]ὸ ἥμυσυ
τοῦ ἐνηροσίου 151 drs· τὸ δὲ λοιπὸν ὀφείλεται· Νίκων καὶ Δι
[– – – – – – – – – – – τοῦ Κεραμείου vac. ἀπέ]δωκ[ε τ]οῦ μισθώματος ʽΕ
ργοτέλης δραχμὰς 70· τὸ δὲ λοιπὸν ὀφείλουσι.

B17. IG XI,2 287 Face A (250BC)

καὶ τόδε ἄλλο¨ἀργύριον ἐδα[νεί]
σαμεν τοῦ ἱεροῦ· Αὐτοκλεῖ Τελέσωνος μηνὸς ʽΑρησιῶνος δραχμὰς 400 ἐπὶ
ὑποθήκει τεῖ οἰκίαι τῆι ἐν Θώκωι ἣ ἦν ʽΙερομβρότου ἥι γειτονεύει ἡ
οἰκία ἡ¨Σατυρίωνος καὶ ἐπὶ τοῖς ἄλ[λοις]
τοῖς ὑπάρχουσιν Αὐτοκλεῖ πᾶσιν καὶ ἀναδ[όχοι]ς ʽΑντιγόνωι Δημείου,
Τηλεμνήστωι ʽΑντιγόνου· ἡ συγγραφὴ παρὰ Διονυσίωι τῶι ʽΑγο
ράλλου. καὶ ἄλλας Αὐτοκλεῖ Τελ[έ]
σωνος μηνὸς ʽΑρησιῶνος δραχμὰς 200 ἐ[π]ὶ ὑ[ποθ]ήκει τῆι οἰκίαι ἣν
ἐπρίατο Νικάνωρ παρὰ Θεοδωρίδου ἥι γειτονεύει ἡ οἰκία ἡ Ξενοκλεί
δου καὶ ἡ ⟦– – – – –⟧ ʼΑμνου,¨ἐπιχωρήσα[ν]
τος Ξένωνος τοῦ Νικάνορος, καὶ ἀναδόχοις ʽΑν[τ]ιγόνωι Δημέου, Τηλεμνήσ
τωι ʽΑντιγόνου· ἡ συγγραφὴ παρὰ Διονυσίωι τῶι ʽΑγοράλλου. καὶ
Διακτορίδει Θεωρύλου μηνὸς¨Απατου[ρι]
ῶνος δραχμὰς 400 ἐπὶ ὑποθήκει τῶι χωρίωι ὧι γειτονεύει τὸ χωρίον ὃ ἦν
Φερεκλείδου καὶ ὃ καλεῖται Φυταλιὰ καὶ τοῖς ἄλλοις τοῖς ὑπάρχουσι
ν Διακτορίδει πᾶσιν¨καὶ ἀναδό
χοις Καλλισθένει Θεωρύλου, ʽΑντιγόνωι Διδύμου· ἡ συγγραφὴ παρ᾽ ʽΕπιχ
άρμωι Θεοπρώτου.

ἀνεμισθώσαμεν δὲ καὶ τὸ χωρίον ὃ καλεῖται ʽΡάμνοι, οὐ καθιστάντος Ξ
ενομήδους τοὺς ἐγγύους κατὰ τὴν ἱερὰν συγγραφὴν ὅτε ἦσαν α
ἱ διεγγυήσεις, καὶ ἐμισθώσατο

Αὐτοκλῆς Τελέσωνος δραχμῶν 580. ἀνεμισθώσαμεν δὲ καὶ τὸ χωρίον ὃ καλεῖται Σκιτώνεια, οὐ καθιστάντος Πολυβούλου τοὺς ἐγγύους, καὶ ἐμισθώσατο Καλλισθ[έ]
νης Διακρίτου δραχμῶν 483. ἀνεμισθώσαμεν δὲ καὶ Χαρωνείας τὸ ἥμυσυ , ὃ μέρος ἐγειώργει ποτὲ Ἀριστόδικος, οὐ καθιστάντος Τιμησιδ ήμου τοὺς¨ἐγγύους, καὶ ἐμισ
θώσατο Βούλων Τύννωνος δραχμῶν 437. ἀνεμισθώσαμεν δὲ καὶ τῆς Χαρ ητείας τὸ μέρος ὃ ἐμεμίσθωτο Μνησίμαχος, οὐ καθιστάντος το ὺς ἐγγύους Μνησιμάχου,¨κα[ὶ]
ἐμισθώσατο Ξενοκράτης Ἱερομβρότου δραχμῶν 281· τὸ δὲ λοιπὸν ὅσωι ἔ λαττον ηὗρεν ἡ γῆ ἀναμισθωθεῖσα ὀφείλει Μνησίμαχος Αὐτοκ ράτους καὶ οἱ ἔγγυοι¨Ἱεροκλῆς
καὶ Φρασίλας Ἀμμωνίου καὶ Φᾶνος Διοδότου δραχμὰς 419 drs 3 obs· ἔ γγυος πρὸς τὸ ἥμυσυ Φᾶνος, πρὸς δὲ τὸ ἥμυσυ Ἱεροκλῆς καὶ Φρασίλας· ὀφείλουσι¨δὲ καὶ τούτου τὸ ἡμιόλι
ον κατὰ τὴν συγγραφὴν δραχμὰς 209 drs 4 1/2 obs. ⟦– –⟧ ἐμισθῶσα
μεν δὲ καὶ τὰ τεμένη τὰ τοῦ θεοῦ εἰς ἔτη δέκα κατὰ τὴν ἱερὰν συγγραφ ὴν καὶ ἐμισθώσαντο οἵδε· τὸν Ἱππόδρομον Ἀντίγονος Τηλεμν ήστου δραχμῶν 661·
ἔγγυοι Τηλέμνηστος Φιλίου, Ἀριστόβουλος Ἀρκέοντος· καὶ παρέλαβεν κλείσιον τεθυρωμένον, θάλαμον ἄθυρον, βούστασιν ἄθυρον, προ βατῶνα ἄθυρον, ἱπνῶνα ἄθυ
ρον, θύραν αὐλείαν. τὸ Κεραμεῖον Λυσῆς Σίμιος 250 drs· ου καθιστάντο ς δὲ τοὺς ἐγγύους, ἀνεμισθώσαμεν καὶ ἐμισθώσατο Εὔδικος Φι λιστίδου δραχμῶν 250· ἔγγυοι¨Ἀναξίθεμις,
Κραταίβιος Ἐρητυμένου· καὶ παρέλαβεν θύραν αὐλείαν, κλείσιον τεθυρ ωμένον καὶ θάλαμον ἔχον τεθυρωμένον, κλίμακα φοινικίνην, ὑ περώιδιον τεθυρωμένον, μυλῶνα τεθυ[ρω]
μένον, ἀνδρώνιον τεθυρωμένον –– ἐπὶ τοῦ κήπου θύρα ––, ἱπνῶνα ἄθυρο ν ἐγ κήπωι, ἀνδρώνιον ἄθυρον, συκᾶς τέτταρας, ῥοάν.

καὶ οἵδε ὀφείλουσι καὶ οἱ ἔγγυοι αὐτῶν· Γλαῦκος Σωσιβίου 25 drs· Μνή σαλκος Μνησάλκου 50 drs· Διόδοτος Φάνου 50 drs· Γοργίας Ἰ καρίου 50 drs· Σωκράτης Ἀνδροτέλους 50 drs.
⟦– – – – – – – –⟧ vac. καὶ οἵδε ὀφείλουσιν αὐτοὶ καὶ οἱ ἔγγυοι τῶι θεῶι · Μοιραγένης Καλλισθένους ἔγδειαν Λιμνῶν 100 drs· καὶ Ἐκέ φυλος καὶ οἱ ἔγγυοι Χαρητείας 1 ob.

B18. IG XI,2 287bis Col II (c250BC)

[τῶι δεῖνι τοῦ δεῖνα], Ἀκροβίλωι Ἀρχ[έλεω].
[ὁ δεῖνα – – – – –]οντος 300 drs ἐπὶ τ̣·3··
– – – – – – – – ίδης [Ε]ὐβούλου ··
– – – – – – – – ι Ξενοκλέους, Σ···6···
– – – – – – – – 110 drs? vac.
– – – – – ᾷ? [ἀπέ]δω[κ]ε Καλο··ΙΣ
[– – – – τ]οῦ νησιαδείου ΔΡΕ·3··ΚΠ
[– –· ἐδανείσ]ατο τοῦτο Χαρίλας Α[ρισ]τεί
[δου ἐπὶ] τῆι οἰκίαι τῆι ἐλ λιμένι κ[αὶ] τῶ[ι]
[χωρίωι? τῶι] Ἀριστοβούλου καὶ τῆι ·3··ΙΗΣ?
[– – – κ]αὶ ἐγγύοις Ἀριστοβούλ[ωι Ἀ]ρισ

[τείδου, Παρμενίωνι Πολυξ[ένο]υ.
[εἰς? τὰ φιλ]εταίρεια ἀργυρίου δραχμ̣[ὰς] 200
– – – ᾽Ἀλεξαρχίδης ἐπὶ τεῖ οἰ[κίαι –]
– – – – Λ·Ν· καὶ ἐδανείσατο διακ[οσί]ας·
[καὶ? δραχ]μὰς 300 ἐπὶ τῶι χωρίωι [ὧι γε]ιτο
[νεύει τὸ χωρίο]ν ὃ ἦν Φερεκλείδου καὶ ··4··λλ··
[καὶ ἐπὶ] τοῖς ἄλλοις ὑπάρχο[υσ]ι ᾽Ἀ[λεξαρ]
[χίδει?] πᾶσι καὶ ἀναδόχοις Χάρμ[ωι Κ]τ̣ησι
[βούλου], Καλλισθένει Θεωρύλου. vac.
[Φίλ]λις Θαρσυδίκου δραχμ[ὰς 200]
[ἐπὶ τῆι] οἰκίαι τῆι πατρώιαι – – –
– – – – Φίλλιος ΠΑΝΤΙΙΙΙΕΙ – – –
··4··κ̣ί̣α̣ν̣? Δημοκράτου̣ κα – –
··3·ς καὶ τοῖς ἄλλοις τοῖς [ὑπά]ρ
χουσι Φίλλι πᾶσι καὶ τοῖς ἀναδόχ[οις]
Πυθοκλεῖ Φερεκλείδου, Χάρ[μωι]
[Κτ]ησιβούλου. vac.
[εἰς? τ]ὰ στησίλεια ᾽Αριστόδικος
··Η Η̣, ἃς ἀπέδωκε Πόλυβος
[– – καὶ ὁ] ἔγγυος αὐτοῦ ᾽Ερμ
τῆι οἰκ̣[ίαι ἣ ἦ]ν ᾽Αριστοδίκου
ΕΠΙΚΛΛ – – – ΙΠΕ – – οἰκίαι
– – –

B19. ID290 (246BC)

[τάδε ἔ]ργα ἐξέδομεν ψηφισαμένου τοῦ δήμου μετὰ τοῦ ἀρχιτέκτονος κα
ὶ τῶν ἐπι[με]λη[τῶ]ν· Νεογένει ἐργολαβήσαντι το[ῦ ᾽Απόλλω
νος]
[νεὼ τ]ὰς προηνεμίδας θύρας ἐγ[κ]αῦσαι δραχμῶν 69 ἔδομεν τὴν πρώτην
δόσιν [46], τὴν δευτέραν 6 drs 3 obs··συντε[λέσαντι δὲ τὸ ἔρ]
[γον ἀρ]χιτέκτονος κελεύοντος ἀπέδομεν τὸ λοιπὸν 6drs3obs. Εὐέλθοντ
ι ἐγλαβόντι το[ῦ] νεὼ τοῦ᾽Α[πό]λλωνος τὰς ὄπισθε θύρα̣[ς ἐγκ
αῦσαι]
[69 drs ἔ]δομεν τὴν πρώτην δόσιν 46 drs, καὶ τὴν δευτέραν 6 drs 3 obs·
συντελέσαντι δὲ τ[ὸ] ἔργον ἀρχιτέκτονος κελεύοντο[ς ἀπέδομε
ν τὸ]
[λοιπὸν 6 drs 3 obs].

᾽Ισοδίκωι καὶ Πανταγόραι ἐργολαβήσασιν τὴν περιοικοδομίαν τοῦ θεάτ
ρο[υ ··]
[– – – – – ο]υν καὶ τὴν ὀργυὰν 7 drs 4 obs ἔδομεν τὴν πρώτην δόσιν ὀρ
γυῶν <τριάκοντα> 380 drs· μετρησαμένου δὲ τοῦ ἀρχιτέκτονος
ὀρ[γυὰς]
[εἴκοσι τέτταρας, τὴν δ]ευτέραν δόσιν 304 drs· συντελέσασιν δὲ τὸ ἔργον,
κελεύοντος ἀρχιτέκτονος ἀποδοῦναι τὸ ἐπιδέκατον, ἀ[πέ]
[δομεν ὀργυῶν ἓ]ξ̣ δραχμὰς 76· καὶ τῶν προσγενομένων ὀργυῶν εἴκοσι,
ἀπομετρησαμένου τοῦ ἀρχιτέκτονος κα[ὶ κε]
[λεύοντος, τὸ λοιπὸν] ἀπέδομεν δραχμὰς 253 drs 2 obs· κεφαλὴ 1013 drs
2 obs. Λάχητι ἐργολαβήσαντι τοῦ ἐν τῶι᾽Ασκληπιείωι περιστ
ύλ[ου τῶν]

[τοίχων τοὺς ἡμίσει]ς οἰκοδομῆσαι τὴν ὀργυὰν δραχμῶν 4 drs 4 obs, ἐγ<γ>[ύ]ους καταστήσαντι Πραξιμένην Καλλιδίκου, ᾽Επίχαρμον Θεο[πρώ]
[του, ἔδομεν τὴν πρώτ]ην δόσιν ἀρχιτέκτονος κελεύοντος ὀργυῶν ἑκατὸν τριάκοντα πέντε δραχμὰς 630· ἀνακαθαραμένω[ι δὲ]
195 [τὸ θεμείλιον, καὶ τοῦ] ἀρχιτέκτονος ἀναμετρησαμένου καὶ ἀναλογισαμένου τὰς ὀργυὰς καὶ κελεύοντος προσθεῖναι πρὸς τ̣[ὴν]
[πρώτην δόσιν δραχ]μὰς 361 4 obs, ὥστε ἔχε[ι]ν̣ αὐτὸν ἐξ ὀργυῶν τετρακοσίων εἴκοσι πέντε τὸ ἥμυσυ, ἔδομεν· ποήσαντι δ̣[ὲ ὀρ]
[γυὰς 426, ἀπ]ομετρησαμένου τοῦ ἀρχιτέκτονος, καὶ κελεύοντος δοῦναι τοῦ ἀρχιτέκτονος καὶ τῶν ἐπιμελητῶν [τὴν]
[δευτέραν δόσιν, ἔδομ]εν δραχμὰς 746 1 ob. vac.
[᾽Αριστέαι καὶ Ξεν]ομένει καὶ Εὐκλείδει ἐργολαβήσασιν τοῦ ἐν τῶι᾽Ασκληπιείωι περιστύλου τῶν τοίχων τοὺς ἡμίσεις οἰκ[οδο]
200 [μῆσαι καὶ τοὺς ἐγ]γύους καταστήσασιν, ᾽Αριστέου μὲν Πολύξενον᾽Αρησιμβρότου, Ξενομένου δὲ ᾽Αντίπατρον Καλλίου, Εὐκλείδο[υ δὲ]
[τὸν δεῖνα τοῦ δεῖνα], ἔδομεν τὴν πρώτην δόσιν ἀρχιτέκτονος κελεύοντος ὀργυῶν ἑκατὸν τριάκοντα πέντε δραχμὰς 65[2 drs 3 obs· ἀνα]
[καθαραμένοις δὲ τὸ θ]εμείλιον, καὶ τ[ο]ῦ ἀρχιτέκτονος ἀναμετρησαμένου καὶ ἀναλογισαμένου τὰς ὀργυὰς καὶ κελεύοντος [προσ]
[θεῖναι πρὸς τὴν πρώτ]ην δόσιν δραχμὰς 205 drs 2 obs 6 chlcs, ὥσ[τ᾽] ἔχειν αὐτοὺς ἐξ ὀργυῶν τριακοσίων πεντήκον[τ]α πέ<ν>τε τὸ ἥμυσυ, ἔδομε[ν· συν-]
[τελέσασι δὲ τὸ ἔ]ργον, ἀπομετρησαμένου τοῦ ἀρχιτέκτονος καὶ κελεύοντος δοῦναι τοῦ τε ἀρχιτέκτονος καὶ τῶ[ν ἐπι]
205 [μελητῶν τὴν δευτέ]ραν δόσιν, ἔδομεν δραχμὰς 643 drs 2 obs 6 chlcs. vac.
[τῶι δεῖνι ἐργολα]βήσαντι εἰς τὸ περίστυλον τὸ ἐν τῶι ᾽Ασκληπιείωι λίθων λευκῶν νομαίων πόδας παρασχεῖν πεντακοσί[ους ἐβ]
[δομήκοντα, τὸμ πόδα 1 dr] 1 ob 9 chlcs, ἔδομεν τὴν πρώτην δόσιν 368drs 9 chlcs ἀπαγαγόντι δὲ τοὺς λίθους ἐπὶ τὸ ἔργον, καὶ τοῦ ἀρχιτέκτον[ος ἀπο]
[μετρησαμένου καὶ κ]ελεύοντος ἀποδοῦναι τὸ λοιπόν, ἀπέδομεν 368 drs 9 chlcs· κεφα(λὴ) 736 drs 1 ob 6 chlcs. καὶ ᾽Αρχελάωι ἐργολαβήσ[αντι]
[πόδας πεντακοσίου]ς ἑβδομήκοντα, τὸμ πόδα 1 dr 1 ob 6 chlcs, ἔδομεν τὴν πρώτην δόσιν 368 drs 9 chlcs· ἀγαγόντι δὲ ἐπὶ τὸ ἔργον τοὺς ἡμ[ίσεις]
210 [λίθους, ἀρχιτέκτο]νος κελεύοντος ἔδομεν τὴν δευτέραν δόσιν 266 drs· ἀγαγόντι δὲ ἐπὶ τὸ ἔργον τοὺς λοιποὺς λίθους, [ἀπομε]
[τρησαμένου τοῦ ἀρχι]τέκτονος [κ]αὶ κελεύοντος ἀποδοῦναι τὸ λοιπόν, ἀπέδομεν δραχμὰς 102 drs 1 ob 9 chlcs· κεφα(λὴ) 736 drs 1 ob 6 chlcs. Σοβαροκλε[ῖ]
[ἐργολαβήσαντι] εἰς τὸ περίστυλον τὸ ἐν τῶι ᾽Ασκληπιείωι ἀγαγεῖν θυριδεῖς λευ[κ]ο̣ῦ λίθου εἰς θυρίδας πεντήκοντα δ̣[ύο],
[καθ᾽ ἑκάστην θ]υρίδα πέντε, τὴν θυρίδα ἑκάστην δρ<α>χμῶν [7 drs] 3 obs, ἔδομεν τὴν πρώτην δόσιν 195 drs· ἀγαγοῦσι δ[ὲ τοὺς]
[ἡμίσεις τῶν λίθω]ν ἐπὶ τὸ ἔργον ἔδομεν τὴν δευτέραν δόσιν 145 drs· ἀγαγόντων δὲ τοὺ<ς> λίθους ἅπαντας ἀρχιτέκτονος κελ[εύον]
215 [τος ἔδομεν τὸ λοι]πὸν 50 drs· κεφα(λὴ) 390 drs. vac. Μένητι ἐργολαβή[σα]ντι εἰς τὸ περίστυλον τὸ ἐν τῶι ᾽Ασκληπιείωι ἀγαγεῖν ἐπὶ τ̣ὸ [ἔργον]
[θύρετρα? λευκοῦ λίθο]υ? δέκα ἕξ, τὸ θύρετρον ἕκαστον δραχμῶν 57· τούτων δύο ἐξαπήχη· καὶ διάτονα δύο, μῆκος ποδῶν ἑκάτερον δέ[κα··]

[·7· ἔγγυον δὲ] καταστήσαντι Πυρρίδην Εὐκλείδου ἔδομεν τὴν πρώτην δ
ό[σι]ν δραχμὰς 491· οὗτος ἀπήγαγεν λίθο[υς –]
[–] rasura? ⟦– – – – –⟧ vac. Κτησισθένει ἐργολαβήσαντι εἰς τὸ πε[ρίστυ]
[λον τὸ ἐν τῶι Ἀσκλ]ηπιείωι ἀγαγεῖν γείσων λίθου λευκοῦ πόδας τρια
κοσίους ἑξήκοντα, τὸμ πόδα 4 obs, ἔγγυον δὲ καταστήσαντ[ι τὸ
ν]
220 [δεῖνα τοῦ δεῖνος], ἔδομεν τὴν πρώτην δόσιν δραχμὰς 165. ⟦– – – – – – –
– – – – – – – – – –⟧ vac.

B20. ID 338 Face A fragment ab (224BC)

70 [τάδε ἔργα ἐξέδομεν ψηφισαμέ]νου τοῦ δήμου, παρόντος ἀρχιτέκτονος κ
αὶ ἐπιμελητῶν Σι–
71 – 2 δραχμῶν 169 · ἐγγύους καταστήσαντι ἔδομεν τὴν [
πρώτην δόσιν] –
72 – ἔδομεν ἀρχιτέκτονος κελεύοντος καὶ ἐπ[ι]μελητῶν –
73 – ἐγγύους καταστησαντι ἔδομεν τὴ[ν π]ρώτην δό
σ[ιν] –
74 – [τὸ λοιπὸν ἀπέδομεν ἀρχιτέκτονος] κελεύοντος καὶ ἐπιμελητῶν
··26 drs·

B21. ID 356 bis Face A (210BC)

14 [τάδε ἐνοίκια εἰσήκει· τῆς Ἐπισθενείας Παρμένων] Κύκνου 70 drs 6
chlcs· τῆς ἑξῆς Εὔτυχος 50 drs 1 ob 6 chlcs· τῆς Χαρητείας
– –ης 100 drs 2 obs· ἐ[κ τ
ῆ]ς Ὀρθοκλέους Φίλλις 50 drs 4 obs· τῶν ἑξῆς ἀνδρώνων Ἀν
α
16 –24 drs· ἐκ τῶν Ἐ[φ]έσο
υ παρὰ Βουλαγόρου 60 drs· τοῦ ξυλῶνος Λυσίξ[ε]
[νος –]45 drs·

B22. ID 366 Face A (207BC)

94 ἀνεμισθώσαμεν δὲ καὶ τὰς ἱερὰς οἰκίας καὶ ἐμισθώσαντο· τὴν Πυθᾶ Ἡρ
ακλείδης 51 drs· τὴν Ὀρθοκλέους Νικοκλῆς 95 drs· τὴν Ἐπι
σθένειαν Παρμένων Κύκνου 78 drs· τὴν ἑξῆς Εὔτυχος 105 drs· τοὺς ἀνδρ
ῶνας Φερεκλείδης 69 drs· τοὺς ἑξῆς Εὔδημος Δι[ακ](τορίδου)
49 drs· τὰ Ἐφέσου Λυσίξενος 100⟦– –⟧· τὸν ξυλῶνα Λυσίξενος 39 drs
3 obs <-τὸν ἑξῆς Πιστόξενος 60 drs· τὴν Χαρητείαν Αὐτό{ι}
νους 114 drs· τοὺς ἀνδρῶνας Τεισικλῆς Σατύρου 57 drs 3 obs <-· τὴν Ἀ
ρκέοντος Ἐπισθένης 35 drs· τὴν πρὸς τῶι σιδηρείωι Ξενομήδη
ς
44 drs ⟦– –⟧· τὴν πρὸς τῶι Βρέμητι Θεόξενος 70 drs· τὴν Ἀριστοβούλου
Γόργος 106 drs· τὴν Σωσιλείαν Διογένης 124 drs 1 ob· τὴν ἑξῆ
ς¨Αριστο
99 κύδης 67 drs.

102 Πορθμοῦ οὐ καθιστάντος τοὺς ἐγγύους Αἴσχρωνος, ἀνεμισθώσαμεν καὶ ἐμισθώσατο Λάμπρων Νικά[ν]
[δ]ρου [6?]91 drs· ἔγγυοι Αἴσχρων Καλοδίκου, Ἀλκιμίδης Θαρσύνοντος· τὸ λοιπὸν ὧι ἔλαττον εὗρεν 121 drs. ⟦– –⟧
Διονυσίου <οὐ> καθιστάντος τοὺς ἐγγύους Πόττου, ἀνεμισθώσαμεν, καὶ ἐμισθώσατο Ἀριστόδικος Λυκάδου τοῦ ἴσου ⟦– –⟧ 390 drs·
105 ἔγγυοι Φίλλις Εὐθυπόλιος, Ἐλπίνης Κλεοδήμου. Πανόρμου οὐ καθιστά
ντος τοὺς ἐγγύο<υ>ς Μίκωνος, ἀνεμισθώ{θω}σαμεν, καὶ ἐμ[ι]
σθώσατο Ἀντίγονος Ἀνέκτου 390 drs· ἔγγυοι Ἀντίγονος Ἀντιγόνου, Ἀντίγονος Ἀνδρομένου· ? τοῦ ξυλῶνος οὐ καθιστάν
τος τοὺς ἐγγύους Λυσιστράτου, ἀνεμισθώσαμεν, καὶ ἐμισθώσατο τοῦ ἴσ
ου Νουμήδης Νουμήδου· ἔγγυος Λυσίξενος.

B23. ID 369 Face A (206BC)

36 [καὶ οἵδε τῶν τὰς οἰκίας μεμισθωμένων ἐνοίκια ὀφείλουσι]ν αὐτοὶ καὶ ο
ἱ ἔγγυοι· Νουμήδης Νουμήδου τοῦ ξυλῶνος ·43 drs· Αὐτόνου
κλη
[ρονόμοι τῆς Χαρητείας 114 drs· – – – – – – –]2· τῆς Ἐπισθενείας Παρμ
ένων vac. 69 drs· τῶν ἀνδρώνων Τεισικ̣λ̣ῆ̣[ς
[57 drs 3 obs 7 chlcs· τῆς πρὸς τῶι σιδηρείωι Ξενομήδης ·3]4 drs· Αὐτοσθ
ένου κληρονόμοι ⟦552 drs 3 obs⟧ 20 drs· Ἡρακλείδης τῆς Πυθᾶ
ς̣[1] drs·

B24. ID 372 Face A (200BC)

118 καὶ τάδε δάνεια ἐδανείσαμεν τοῦ ἱεροῦ ἀργυρίου· μηνὸς Ποσιδεῶνος· Ἀχ
αιῶι τοῦ δεῖνος –number– τό]κου ἐπιδεκάτου καὶ ἐγγύ[ωι Ἀ]μφο
τερῶι Ἀμφοτερ[οῦ]
ἐπὶ ὑποθήκει οἰκίαι τῆι Ἀχαιοῦ τῆι ἐν [Κο]λωνοῖ πάσ[ηι?] ἧι γειτονεύει
ἡ [οἰκία – – – – – – – – – – – – –] τῶν πάντων Σωσί[κο]υ καὶ ἐ
πὶ τοῖς ἄλλοις
120 τοῖς ὑπάρχουσιν αὐτῶι πᾶσιν καὶ ἐπὶ τοῖς τῶν ἐγγύων.

B25. ID 399 Face A (192BC)

97 [παρὰ τοῦ δεῖνα – – – –] ὃ ἔφη ἐπιβάλλειν αὐτῶι μέρος τῆς ἐγγ
ραφῆς ἐκ τοῦ πετεύρου οὗ ἀ··
·ΗΜΕΝΙΣΕ ἐξαγωγεῦσι ν̣ῆσο̣ς? ἡ σ··3·υ··σ·ι···7····ΣΛΙΠ̣ΛΕΝΕΞ̣ΕΟΕΙ τῆς
ψευδενγραφῆς 28 drs.

B26. ID 400 (192BC)

1 ἐμισθώσ[α]μεν δὲ καὶ [τὰς] ἰ[ε]ρὰς οἰ̣κί̣ας καὶ ἐμ[ι]
σθώσαν[τ]ο εἰ[ς] τὴν πενταετί̣α̣ν· τὴν Ἐπισθέ
νειαν Ξενομήδης Ἀριστολόχου 105 drṣ· ἔγγυος Λάμ

π[ρ]ων [Ν]ικάνδρου· τὴν ἑξῆς Τηλέμνηστος ᾿Α
[ριστεί]δου 60 drs· ἔγγυος Πρωτόμαχος ᾿Αριστείδου·
[τὴν Π]υθᾶ Φίλλις Εὐθυπόλιδος 70 drs· ἔγγυος Διάτι
[μος] Διοδότου· τὴν ᾿Αριστοβούλου Πύρρος πορφυροβά
[φος] 120 drs· ἔγγυος Διογένης Διογένου· τὴν ᾿Εφέσου
[Ξ]ενοκλείδης ᾿Ανδρομένου 116 drs· ἔγγυος Γέρυλ
λος Καρυστίου· τὴν Σωσιλείαν ῎Οστακος ᾿Οστά
κου 133 drs· ἔγγυ̣ος ᾿Απολλώνιος Φοῖνιξ· τὴν ἑ
ξῆς Σωτέλης Σωτέλου 91 drs· ἔγγυος Χοιρύ
λος Τελεσάνδρου· τοὺς ἀνδρῶνας ᾿Αγάθαρχος
Λυσαγόρου 190 drs· ἔγγυος Ποσείδικος Σωτέ
λου· τὴν ἑξῆς ῎Αμνος ῾Ιερομβρότου 98 drs· ἔγ
γυος Πολύ[β]ουλος Φωκαιέως· τὴν ἑξῆς ῎Ενπε
δος Διογένου 65 dr̥s· ἔγγυος Ξένων Φερεκλείδου·
τὸν ξυλῶνα τὸν ἑξῆς ᾿Απολλόδωρος ῎Αμνου 6
1 drs· ἔγγυος Κρ̣ίνων Θ̣εομήδου· τὴν ἐπὶ τῶι <Β>ρέ
μητι Νουμήνιος διδάσκαλος 73 drs· ἔγγυος
Κλεοσθενίδης ῾Ράδιος· τὴν ἑξῆς Σάτυρος ᾿Αμ
φικλέους 150 drs· ἔγγυος ᾿Αντίγονος Χαριστίου·
τὴν ᾿Αρκέοντος Τελεσαρχίδης Κτησικλέ
ους 50 drs· ἔγγυος ᾿[Ε]πικτήμων Μηλίκου· τὴν πρὸ
ς τῶι σιδηρείωι Δημέας Σιλ̣[(ήνου)] 50 drs· οὐ καθιστά[ν]
τος δὲ τοὺς ἐγγύους, ἀνεμισθώσαμεν καὶ
ἐμισθώσατο ᾿Επικτήμων Μηλίκου· vac.
ἔγγυος ᾿Αριστείδης Τ<ε>λέσωνος· τὴν Προκλέου[ς]
Φωκίων Κλεοκρίτου 80 drs· ἔγγυος ᾿Αντίγονος
Χαριστίου· τὸ [δ]ὲ λοιπὸν ὧι ἔλαττον εὗρεν ἡ οἰ
κία ἡ πρὸς τῶι {Βρέμητι} ἐγγράφομεν ὀφείλοντα Δ|ημέαν 10?⟦–⟧4.

B27. ID 403 (189BC)

53 ἀνεμισθώσα[μεν δὲ καὶ τοὺς] ἀνδρῶνας [οὐ καθι]
[στάντος] τοὺς ἐνγύους ᾿Αγαθάρχο[υ τοῦ] Λ̣υσαγόρου, καὶ ἐμισθ[ώσατο
– –]ς Θεοπρώτου 64 drs, καὶ [ἔγγυον κατέστησ]ε Φίλωνα Δη[μ
ο]
55 [σῶντος?].

B28. ID 442 (179BC)

FACE A

71 μηνὸς Ποσιδεῶνος ἐξείλομεν εἰς τὸ δάνειον τὸ Εὐβοεῖ 500drs¨κατὰ τὸ ψ
ήφισμα τοῦ δήμου ἀπὸ στάμνου̲
72 οὗ ἐπιγραφή·

250 εἰ δέ τινας μὴ¨ἐγγεγραφήκαμεν ὀφείλοντας τῶι θεῶι, ἐγ]γ̲ράφομ
εν ὀφείλοντας τῶι θεῶι α[ὐτοὺς]
251 [καὶ τοὺς ἐγγύους αὐτῶν –
– – – – – – – – –.

FACE D

ἐγγράφομεν δὲ
καὶ Εὐφράνορα
καὶ τὸν ἔγγυον
αὐτοῦ ᾽Αριστεί
δην ᾽Αριστείδου
ὃ οὐκ ἀπέδωκεν
τοῦ ἐνοικίου τῆς
ἱερᾶς οἰκίας τῆς
᾽Επισθενείου [–]
24 drs 8 chlcs· καὶ Διο
νυσόδωρον Μα
ραθωνίου καὶ
τὸν ἔγγυον Δημέ
αν Φωκρίτου ὃ οὐ
κ ἀπέδωκεν τοῦ
τέλους τῆς πορ
[θ]μίδος τῆς εἰς ῾Ρή
νειαν 62 drs· καὶ
᾽Αντίγονου Χαρι-
στίου καὶ τοὺς ἐγ
γύους ὧι ἔλασ
σον ἀπέδωκεν
τοῦ τέλους τοῦ
λιμένος 19 drs·
[Ὀ]ρθοκλῆν ᾽Ορθο
[κ]λέους τόκον
τοῦ ἱεροῦ ἀργυρί
ου κατὰ τὸ ἥμυσυ
80 drs. εἰ δέ τινας
μὴ ἐγγεγρα
φήκαμεν ὀφεί
λοντας τῶι θεῶι,
ἐγγράφομεν αὐ
τοὺς καὶ τοὺς ἐγ
γύους ὀφείλοντας
τῶι θεῶι.

B29. ID 445 (178BC)

ἀνεμισθώσαμεν
δὲ καὶ τὴν οἰκίαν τὴν ἐπισθένειαν, οὐ καθιστάντων
τῶν Εὐφράνορος κληρονόμων τοὺς ἐγγύους· καὶ ἐμισ
θώσατο Χρήσιμος τοῦ αὐτοῦ 67drs 8 chlcs· ἔγγυον κατέστη
σε{σε}ν {κατέστησεν} Ξενότιμον Σίμου. vac.

B30. ID500 (297BC)

FACE A

– [τ]αῖς πλί[νθοις?] –
– ας· τιθέτω δὲ το[ὺ]ς λίθ[ους – – – – – –]
– [π]αλαιστάς· καὶ ἀντοικοδομήσει σ̣[τ]ρ̣ῷ̣[μά τε κ]
[αὶ εὐθυντηρίαν? τὴν ἐπὶ τοῦ στρώματ]ος φεύγων ἀρτιλιθίαν τὸ ἐλάχιστο
ν ἡμιπόδι[ον, ποιῶ]
[ν δὲ τὰς ἕδρας τῆς ἐπιχωρίας πέτ]ρ̣ας τοῖς νομαίοις ὕψος μὴ ἐλάττους
ἓξ δακτύλ[ων καὶ]
[πάντων ἐργαζόμενος τὰς βάσει]ς καὶ τὰς ἐπιβάσεις καὶ τοὺς ἁρμοὺς ἀπο
σσφύρας καὶ [ξοΐδ]
[ος, ποιῶν πάντα ὀρθὰ καὶ σύμμιλ]τα· ἀποδώσει δὲ τὴν ἀντοικοδομίαν ἀε
ὶ κατὰ γένος [τ]
[ῶν κειμένων?· θήσει δὲ τὴν κρηπῖδα] ὕψος ὑπὸ τοὺς καταληπτῆρας πρὸ
ς τὰ κλίνη τὰ δοθέ[ν]
[τα διαψαμμώσας? τὴν ἀντοικ]οδομίαν λείωι κοσκίνωι ἐσσημένωι, ἀρεστ
ῶς ποιῶ[ν]
[τῶι ἀρχιτέκτονι· περιφράξας δὲ] περὶ τοὺς τοίχους καὶ τὰς παραστάδας
στήσει κίονα[ς]
[τέτταρας ὕψος ποδῶν τεττάρ]ων καὶ δέκα σὺν κιοκράνωι, πά[χ]ος τῆς β
άσεως ποιῶν
[δίποδας καὶ τοὺς σφονδύλους] μὴ ἐλάττους δύο πόδας· ἐπιθήσει δὲ τὰ κι
όκρανα ἐπὶ τ
[οὺς κίονας ὅπως ἂν καὶ? τὸ ἐ]πισστύλιον {ἐπιστύλιον} ἐπιθήσηι κύκλωι·
ἐπὶ δὲ τοῦ ἐπισστυλίου {ἐπιστυλίου} τοῦ
[ἐπὶ τοίχου? ἐπιθήσει μετόπια?] ἔξωθεν λιτά· κατὰ δὲ τὰς παραστάδας κα
ὶ τὸν κίονα ἔ̣[κ]
[αστον ἐπιθήσει ἐπιστύλιον δ]ωρικόν, πλάτος τῶν ἐπισστυλίων πάντων τ
ριημιπόδια [κα]
[ὶ πέντε δακτύλους, λίθων δὲ συμ]φώ[νων] ὧν ποήσει πάχος εἰς τὸ ἐντὸς
τρεῖς παλαστ[ὰ]
[ς ἐπιθήσει ἐπ᾽ αὐτοῦ? συνθέσ]ε̣ις τριγλύφου καὶ μετοπίου· ἀντιθήσει δὲ τ
[ῆ]ι τριγλύφωι ἀ[ν]
[τίθημα ὕψος καὶ πλάτος ἁρμό]ζον, μῆκος μὴ ἐλάττοσιν λίθοις χρώμενος
διπόδων· [θε]
[ὶς δὲ ἐγγωνίαι? ἑκατέρωθεν? λίθ]ον διάτροχον ἔχοντα τὸν κόσμον τὸν α
ὐτὸν ἀπ[ὸ] μ̣ε̣ῖ̣[οπί]
[ου καὶ τριγλύφου? μῆκος ἴσον] τοῖς ἑτέροις, πλάτος δύο ποδῶν παλαι<σ
>τῆς, ὕψος τ̣ρι[ημ]
[ιπόδιον, λίθους γείσου ἐπιθή]σει, μῆκος καὶ πλάτος τρίποδας δύο δακτύλ
ων, ἀναφο̣ρ̣
[ὰν ποιῶν τὴν καθήκουσα]ν τῶι γείσωι πρὸς τὰ μέτρα τὰ δοθέντα παρὰ
τοῦ ἀρχιτέκτονος· τὰ [δὲ]
[ὄπισθεν γεῖσα ἐπιθήσε]ι τρία μὲμ μῆκος πενθημιπόδια, τ̣ὸ δ᾽ [ἓ]ν τριῶν
ποδῶν· τὰ δὲ γ̣ῳ̣
[νιαῖα ποήσει ἀμφότερα? ἔ]χουσα τὸ ἑκάτερον μέρος τριῶν ποδῶν καὶ ἡ
μιποδίου· τὰ δὲ ἀ̣γ̣ε̣ὶ̣
[αῖα ἐπὶ τοὺς μακρο]ὺς τοίχους ποήσει μῆκος μ̣ὴ̣ [ἐλ]άττω διπόδων, π[ά]
χος τοῦ ἓ̣μ̣
[προσθεν ἡμιπόδιον καὶ π]λάτος ἑπτὰ παλαι̣στάς· [φυγ]ὼν δὲ ἀρτιλιθίαν τ
ὸ ἐ[λ]άχιστ[ο]ν τρὶς πα
[λαιστὰς ποήσει τῶν ἑτέρων] γείσων πλάτος πενθημι[π]ό[δια, πλά]τος το
ῦ κόσμου παντὸς συ[γ]
[κειμένου πενθημιπόδια καὶ] τρὶς δάκτυλοι· ἐπικόψας δὲ τὸ [γεῖσ]ον κύ[
κλ]ωι ὀρθὸν πρὸς τὴν κ[α]
[ταφορὰν τὴν καθήκουσαν], ἀνο[ί]ξει τοὺς ἀετοὺς ἐπ[ὶ τὸ] ἔνπροσθεν γεῖ
σον καὶ ἐπὶ τὸ

[ὄπισθεν ἐπιτιθεὶς ἡγεμ]ονίους μὲν μέσου μῆκος τετράποδας, ὕψος κατὰ μέσους
[τριημιπόδια, κερκιδιαίους δὲ μ]ῆκος πεντάποδας, ὕψος πρὸς τὴν καταφορὰν τοῦ ἀετοῦ, πάχο
[ς πάντων τριπαλάστους· τὰ δὲ μ]έσα τῶν ἀετῶν ἐκ τοῦ ἐντὸς ἐνκοιλαιν ἑτω μὴ ἐλ
[άττω – – – – – – – –· καὶ πρὸς τ]οὺς κειμένους ἀντιθήσει ἐκ τοῦ ἐντὸς λίθους τ
[ρεῖς – – – – – – – – – – –, τ]ὰ δὲ πάχη τριπαλάστους, ἐκκοιλαίνων τὰ μέσα μ
[ὴ ἐλάττω – – – – καὶ κατὰ μέσου] τὰντιθήματος ἐκτεμεῖ τῶι μελάθρωι πρὸς τὸ μέτρο
[ν τὸ δοθέν· ἐπικόψας δὲ τοὺς αἰετιαί?]ους πρὸς τὴν καταφορὰν τὴν δοθεῖσαν, ἐπιθήσει γε
[ῖσα ἐφ᾽ ἑκατέρου τοῦ ἀετοῦ πέντ]ε ε<ἰ>ργασμένα πρὸς τὰ μέτρα καὶ τὴν ὑπογραφὴν τὴν
[δοθεῖσαν, ποιῶν μὲν τὸ μῆκος? τῶν ἀγε]λαίων ἑκάστου τρεῖς πόδες παλαιστῆς, τὰ δὲ κ[ο]
[ρυφαῖα ποιῶν πρὸς τὰ μέτρα τὰ δοθέντ]α· ἐπὶ δὲ τῶν γείσων τῶν καταετίων ἐπιθέ
[τω ἐπαιετίδας καὶ λεοντοκεφάλους ἐγ γ]ωνίαι καὶ ἐπὶ τοὺς μακροὺς τοίχους κεραμ
[ίδας λεοντοκεφάλους? εἰργασμένας κατὰ] τὰς ὑπογραφὰς τὰς δοθείσας ὑπὸ τοῦ ἀ
[ρχιτέκτονος· ξύσει δὲ? πάντων τ]ῶν αἰ[ετιαίω]ν τὰς μὲν βάσει<ς> καὶ ἐπιβάσεις καὶ τοὺς
[ἁρμοὺς ἐργάσεται? ξοΐδι ἐφη]κονημένῃ[ι ἐκ] χλωροῦ ἐπὶ τρὶς δακτύλους κύκλωι τρίβον
[τας, ποιῶν ὅσα ἂν? ὁ ἀρχιτέκτ]ων κε<λ>εύῃ[ι, ἐπὶ] δὲ τοῦ κόσμου παντὸς ἁρμοὺς ἐξοξ
[έων – – – – – – – – – – – – – – – – πο]ιῶν ἀρεστῶς [τῶ]ι ἀρχιτέκτονι· τοὺς δὲ τῆς κρηπῖδος καὶ
[τῶν καταληπτήρων? ἐξ ἐλ]αίου καὶ μολυβδίο[υ ἐ]ξοξέων τοὺς φαινομένους πάντα[ς]
[ἐπιδείξει? πάντα λειστρίωι ἐ]φηκονημένωι ξύων [σύ]μμιλτα, ποιῶν ἀρεστῶς τῶι ἀρχιτέκτονι. vac.

FACE B

αν κα –
– τωι καὶ τ –
– [καθ]άπερ καὶ I –
– ει καὶ ἀσυλία [ἐν Δήλωι καὶ αὐτ]οῖς καὶ ἐ[ργάταις]
[καὶ σκεύεσι – – – – – καὶ ὅσα ἂν ἐξά]γωσιν ἢ εἰσάγω[σιν ἐφ᾽ ἑαυτῶν χ]ρείαι, καὶ ὅτ[αν συντ]
[ελέσθηι τὸ ἔργον, ἐξέστω ἐξαγαγέσθ]αι τὰ αὐτῶν ἐπὶ τ[ῆι αὐτῆι ἀτελεί]α ι ἐν τριάκοντα ἡ[μ]
[έραις ἐπειδὰν] δοκιμασθῆι τὰ ἔργ[α· π]οησάτω δὲ καὶ στ[ήλην τῆι συγγρ α]φῆι καὶ ἀναγραψάσθ
[ω καὶ στήσηι ἐς] τὸ ἱερόν, ὅταν οἱ ἐπιστάται κ[ε]λεύωσιν· ἔσται δὲ ἐς [μὲν τὸ ὕψος] τετράπους, πλάτ
[ος τρι]ημιπόδιος, πάχος πέντε δακτ[ύλω]ν· ὠνείσθωι δέ, κα[θότι εἶπο]μεν , ἐνὶ τιμήμα

[τι π]ᾶν τὸ ἔργον· ὀρύξει δὲ τοῦ θεμελί[ου] τὸ βάθος τρεῖς πόδα[ς· ἐὰν δὲ ἔλ]αττον ὀρύντ
[ηι, ἀ]φαιρήσομεν ἀπὸ τῆς ὀργυᾶς ἑκάσ[τη]ς ἔξωθεν μετρού̣[μενοι δραχ]μὰς δέκα·
[καὶ] ἐὰμ πλέον ὀρύττ[ηι], προσθήσομεν κατ[ὰ τ]αὐτά. ἐπὶ Πυρρίδου ἄ[ρ]χοντο[ς, μη]νὸς Παν
[ήμ]ου ἕκτει ἀπιόντος, ἠργώνησε Νίκων Νικοκλέους, Νικήρατος Σωσιπόλι[ο]ς, Σῖμ
[ος] Νικαγόρου Σύριοι τρισμυρίων τριακοσ[ί]ων. ἔγγυοι· Μένανδρος Πραξι[μέν]
[ου]ς, Διόδοτος Φάνου, Παρμενίων Πολυξένου, Γέρυλλος Π[ύθ]ωνος, <- -> Σιμίου, ᾿Εγ·
···κ̣κος ῞Αμνου, Προστάτης Γλαυκιάδου. [μ]άρτυρες· ὁ ἄ[ρχων] Πυρρίδης. βουλευ̣[τ(αί)·]
[Ὀλ]υ̣νπιόδωρος ῾Ελικάνδρου, Αὐτοκράτης Μνήσιος, ᾿Αντίγ[ονος Τιμο(κράτου)], ᾿Επιθάλης᾿Αρ[ι(στοδίκου)],
[Ἀντί]γονος : Κριτο(βούλου) : ᾿Αντίπατρος : Δημητρί(ου) : ἀγορα[ν]όμοι : Φᾶ[νος Διοδότου] : Γλαῦκος Σκύλ(ακος) :
[Ἐμμέ]νης : Ζη(νοθέμιδος) : ἰδιωτῶν· Εὔδημος : Προστάτης : Θεόδωρος : ᾿Απ̣[ολλόδωρος : –]ίπολις
– – – – –ιος : Αὐτοκλῆς, Τελέσων, Παρμενίων, ᾿Αντίγονος, Π– –. vac.

B31. ID 502 Face A (297BC)

Note: LL8-12 are as restored by Feyel (1941:161)

– γ̣τω̣[ν] ὑπάρχει –
[– – – – – – – – – – – – – – ἑκ]α̣τὸν εἴκοσι ποδῶν μῆκος, ὕψος ἡμιπο[δίου – κατὰ συγ?]
[γρ]αφὴν ἐν ἔτεσι τέτταρσι καὶ μησὶν ἕξ· εἰ δὲ μή, ἐπιφορὰν φερ[έτω –. ἐὰν δὲ]
[μὴ ἐ]πιτελέσηι, ἐξέστω τοῖς ἐπιστάταις καὶ ἀπεκδοῦναι τὰ κατα[λειφθέντα τῶν ἔργων καὶ – – – – – – – – – – – – –. εἰσπραξάντων δὲ]
[οἱ] ἐπιστάται τὸν ἐργώνην καὶ τοὺς ἐνγυητὰς ὧι ἂν τρόπωι ἐ[πίστωνται –. ἐξέστω δὲ καὶ ἀποδοκιμάσαι τοῖς]
ἐπιστάταις ὅσ[α] ἂν τῶν ἔργων μὴ δοκῆι αὐτοῖς ποιεῖν κατὰ τὴ[ν συγγραφήν], καὶ ἐπιτιμῆσαι ἀργύριον ἐν δ[έκα ἡμέραις. ἀναγκαζέσθω ? δὲ τὰ ἔρ]
[γα] ἀνελὼν ὁ [ἐργών]ης ποιεῖν τοῖς αὑτοῦ τέλεσιν, ἕως δοκιμα[σ]θῆι. [οἱ δ᾿ ἐπιστάται τὸ] μὲν ἀργύριον εἰσπραξά[ντων – – – – – – – – – –]
– – γω̣σθεν? – – – – κ̣αὶ ὠνείσθωσαν δὲ τὰ ἔργα καὶ διατιμάσθωσαν καὶ? [ἱερὸν καὶ δημ?]όσιον καὶ σύνπαν? – ὁ [δὲ] ἐρ[γώ]ν[ης, καταστή].
[σα]ς ἐ(ν)[γυητὴν τοῦ] ψεύδους πρὶν ἐργωνεῖν ἐργωνείτω. ὁ δὲ νικήσας τὴ[ν ἐργωνίαν] ἐγγυητὰς καταστησάτ[ω τῆς ἀληθείας ἀξιοχρέους ἐν ἡμέραις τρισὶν(?)]
[ἀφ᾿] ἧς ἂ[ν ἡμέρας τ]ὸ ἔ[ρ]γον ἀνέληται. ἐπειδὰν δὲ καταστήσηι τῆς ἀληθείας ἐνγυητάς, λελύσθω ὁ τοῦ ψεύδους ἐν[γυητής· ἐὰν δὲ μὴ καταστήσηι, ἀναπωλείσθω]

[τὸ] ἔργον· ὅσωι δ᾽ ἄν [πλεῖον] εὕρει ἀναπωλούμενον, ἐξέστω τοῖς ἐπιστάτ
αις εἰσπρᾶξαι τὸν ἐργώνην καὶ τὸν ἐν[γυητὴν – – – – – – – – –]
. . ǫγινώσκωσιν, ἀζημίοις οὖσιν καὶ ἀνυποδίκοις. ἐπειδὰν δὲ τοὺς ἐνγυητὰ
ς καταστήσηι ὁ ἐργώνης [ἀξιοχρέους ἀφελόντες οἱ ἱεροποιοὶ καὶ
οἱ ἐπιστάται]
[ἀπ]ὸ τοῦ ἀλφήματος παντὸς τὸ ἐπιδέκατον, τοῦ λοιποῦ ἀργυρίου ἀποδόντ
ων τὸ ἥμυσυ τῶι ἐργώνηι· ἐπειδὰν δὲ μέρη δ[ύο λοιπὰ ἢι τῶν ἔρ
γων, ἀποδόντων τοῦ ἡμύσεως]
[τ]ὸ ἥμυσυ· ἐπειδὰν δὲ τὸ τρίτον μέρος λοιπὸν ἢι τῶν ἔργων, ἀποδόντων
τὸ λοιπόν. ἀπὸ [δ]ὲ ··3·του? ἐπιδεκάτου τοῦ ἀ[φαιρεθέντος ἀπὸ το
ῦ ἀλφήματος, ἀφ]
15 [ελό?]ντων, ἐπειδὰν συντελεσθῆι τὸ ἔργον ἅπαν καὶ δοκιμασθῆι κατὰ τὴν
συνγραφ[ὴν ταύ]την, ἐπιτίμημα ἐπιτιμή[σαντες ἀφελόντων, τὸ δὲ
λοιπὸν]
[ἀργύ]ριον ἀποδόντων τῶι ἐργώνηι. ἐὰν δὲ μὴ διδῶσιν οἱ ἱεροποιοὶ καὶ ἐπ
ιστάται [τ]ὸ [ἀ]ργύριον, ὡς γέγραπται, ἢ ἄλλο [τι παραβαίνωσιν
τὴν συνθή]
[κη]ν, ὀφειλόντων οἱ ἱεροποιοὶ καὶ οἱ ἐπιστάται τῶι ἐργώνηι τὴν ἴσην ἐπι
φοράν, καὶ ὁ [ὦ]νος ἐπίμονος ἔστω καὶ ἡ πρᾶξις ἔστω. καὶ [ἀτέλ
εια δὲ ἔστω τοῖς ἐργώ]
[ναις] καὶ ἀσύλια ἐν Δήλωι καὶ αὐτοῖς καὶ ἐργάταις καὶ σκεύεσι καὶ ὅσα
ἂν ἐξάγωσιν <ἢ> εἰσάγωσιν ἐφ᾽ ἑαυτῶν χρείαι· καὶ ὅταν συντελε
σ[θ]ῆι τὸ [ἔργον ἅπαν, ἐξέστω αὐ]
[τοῖς ἐ]ν τριάκονθ᾽ ἡμέραις ἐξαγαγέσθαι τὰ ἑαυτῶν πάντα ἐπὶ τῆι αὐτῆι ἀτ
ελείαι. ἐπειδὰν δὲ συντελεσθῆι τὸ ἔργον, ἐπανγειλάτω ὁ ἐργώνης
το[ῖς ἐπι]σ[τ]ά[ταις καὶ τῶι]
20 [ἀρ]χιτέκτονι· ἀφ᾽ ἧς δ᾽ ἂν ἡμέρας ἐπανγείλει, ἀποφαινέσθωσαν ἐπίσταται
καὶ ἀρχιτέκτων τὴν δοκιμασίαν ἐν δέκα ἡμέραις· ἐὰν δὲ μὴ δέ[κ
α ἡμερῶν δοκιμάσωσι, δόκι]
[μ]α ἔστω τὰ ἔργα, καὶ τὸ ἐπιδέκατον ἀποδότωσαν τῶι ἐργώνηι. δοκιμάσο
υσι δὲ αὐτοὶ καὶ κατὰ μέρος ἕκαστον τῶν ἔργων καὶ συμπάντων
τῶν ἔ[ργων συμ]
[π]ᾶσαν τὴν ἐργασίαν. ἐὰν δὲ πλέονες ἐργῶναι ὦσι καὶ κατὰ μέρη διέλων
ται τὰ ἔργα, ἐάν τι ἀνφισβητῶσιν πρὸς ἀλλήλους, διακρινέτωσαν
οἱ ἐπιστάτ[α]ι
ἐν τῶι ἱερῶι καθίσαντες· ὅ τι δ᾽ ἂν οὗτοι διακρίνωσι, κύριον ἔστω. χαλκὸ
ν δὲ τῶι ἐργώνηι ἡ πόλις παρέξει εἰργασμένον πρίονι ὕψος τ[ρ]ι
[ημι]πο[δίου? ἀπὸ]
τῆς ὀργυᾶς τῆς ἐν τῶι πρυτανείωι. vac. τὸ στρῶμα τοῦ νεὼ τοῦ ᾽Απόλλων
ος ἠργολάβησε Δαμασ[ίας Κ]υπραγόρου [Πάρ]ιος δραχμῶν ἀ[ργυ
ρίου – – – χι]
25 λίων ἐνακοσίων ἐνενήκοντα. ἔγγυοι· ᾽Ανδρο[μ]ένης Δημόνου, Νίκων Δημ
όνου. μάρτυρες οἵδε· ἀπὸ τῆς πόλεως ο[ἱ] ἔνδεκα καὶ [οἱ γραμμα
τεῖς]·
᾽Επιθάλης ᾽Αριστοδίκου, ᾽Ολυμπιόδωρος ῾Ελικάνδρου, ῾Ιεροκλῆς Φρασίλ
α, Θεόγνωτος Πατροκλέους, Λεωκράτης Μνησιδώρου, Νικόστρατ
[ος τοῦ δεῖνα, Σατυρίων?]
Εὐφιλήτου, ᾽Επαρχίδης ᾽Απημάντου, ᾽Αντίγονος Τιμοκράτους, ῾Ηρακλείδ
ης Διαδήλου, Ξενομήδης ᾽Απατουρίου· γραμματεὺς βουλῆς Διόγ[
νη]τος Τι – – –·
γραμματεὺς ἱεροποιῶν καὶ ἀγορανόμων Θεόγνωτος Πατροκλέους· ταμίας
τῆς πόλεως Τλησιμένης ᾽Ερα(σίνου)· ἀγορανόμοι· Γ̣λ̣αῦκος Σκύ
λα[κος, ᾽Εμμένης Ζη]

[νοθ]έμιδος, Φᾶνος Διοδότου. ἰδιωτῶν· Ξενοκλῆς Τληπολέμου, Δίαιτος᾽Απ ολλοδώρου, ᾽Αριστείδης ᾽Αριστέου, ᾽Ανδροφείδης Χοιρύλου,᾽Αν άξạνδρ?[ος – – α]
κτος, Δημήτριος ᾽Αντιπάτρου, ᾽Ανδροκράτης Δεινοκράτους, ᾽Αριστόθεος Τιμοθάλους, ᾽Αριστόπαππος Θεοξένου, Τεισίας Παμφίλου, Αὐṭόν [ομος – –]
[– –, ὁ δεῖνα τοῦ δεῖνα], ᾽Αμεινίων Εὐπαλάμου, ᾽Αρκέων Νο[υμηνίου?,᾽Α π]ολλόδωρος Πιστοξένου, Παρμενίων Πολυξένου, ᾽Αρκιλẹὺς Σ η?–

B32. ID 503 (300 or 290BC)

– –·τα τοὺς ..5...
1 line illegible
[– σὺν] τῶι κυ[ρί]ωι ....8....
– – – – – – – – – – του αρνα – ταρον εἰσπρασσόντων ....8....
[– ο]ἱ ἐγγυηταῖ[ι ....9.....]
..4..ου –τον ..4..
...5.. το[– π]αρὰ τοῦ α...5..
...7....ιυλ– – – – – – – – – – – 35-40 – – – – – – – – – – – – τὸ ἀργύρ[ιον – – – – –20-22– – – – –]αι·· οἱ δὲ ἱεροποιοὶ ··
[τοὺς] ἐγγύους [ἐγγραφόντων ..5... εἰς λεύκ]ωμα [...καὶ τὰ ὀνόματα τῶν γε ωργῶν τῶν μισθω]σαμένων καὶ τῶν ἠγγ[υ]
[ωμένων] οὗ [ἂ]ν – – – – – – – – – – – c.30 – – – – – – ερας [– – – – 15 – – – – – ἐ]φ᾽ ἑκάστοις αἱ ἀπο....των τῶι δήμωι
τοὺς τῆι ὑ[στεραίαι? – – 7 – –]ς τοῦ μηνὸς τοῦ [Μεταγειτονιῶνος] ἀπ.... τ οῦ μηνὸς κατὰ ἀπ[λ]οῦν ἀποτινόντων εἰς·
...6...σε....ου [τε]λ[ευτη]σά<ν>τ[ων] τῶγ [γεωργούντω]ν τὰ τεμένη, ἐξέστω τ οῖς κληρονόμοις ἢ τοῖς ἐγγυηταῖς π...
...ιηι πα[– – – – – – – – – – c.45 – – – – – – – – – – παρὰ τῶν] ἱεροποιῶν· εἰὰν δὲ [μὴ? – – 8 – –]ωται...
– – – – – – – – – – c.25 – – – – – – – – – – – τοῖς ..5...κυ – – 11 – – μισθωθέν τος τοῦ τεμένους ..5... τοῖς
ἐγγυηταῖς ἐπὶ ὀρφάνου ·λ··ωσσάτω τὸν η···φρασ····· ὁ ἔξοχος? αὐτοῦ ·· τῆς ἐγδείας· εἰὰν δέ τις κατά
μαστα? [λίπ]ηι παῖδας ἄρσενας, [εἶναι] τὴμ πρᾶξιν τῆς ἐγδείας καθάπ[ερ] ἐκ τοῦ μισθωσαμένου· εἰὰν δέ τις τῶν ἐγγύω[ν]
[τελευτήσηι μεταξὺ τοῦ χρόνου?, τει]σάτω ὁ μισθωσάμενος [καὶ εἰσπρατт έτω?] πρὸς τοῦ ὑοῦ εὐθὺς δοὺς δέκα ἡμερῶν ἀ[ναβο<λήν>?]·
[εἰὰν δὲ μὴ τιθῆι τὸ ἐν]ηρ<ό>σ[ιον, ἐπανα]μισθούντων [τὸ τέμενος ···, καὶ] εἰὰν ἔλασσον εὕρει, εἰσπρασσόντων ἐκ τοῦ
ἐγγ[ύου ὑοῦ· εἰ δὲ μὴ δύνανται, ἐγγράφει]ν εἰς τὴν σ[τήλην· το]ῦ ḍὲ [μισ] θώματος ἀποδ[ώ]σουσι τοῖς ἱεροποιοῖς τὰ μ[ὲν ·] πόστ[α]
[αὐτ]ῶ[ν]?, ἐὰν τ[ὰ] πρόβατα τρέφωσιν, τοῦ μηνὸς τοῦ ᾽Αρτεμισιῶνος κα τὰ τὸ πρόβατον ἕκαστον, πάντων δὲ [ἃ] ἂν τρέφωσ[ι]
·······οντα ἀκίνδυνον παν[τὸς κιν]δύνου· –– οἱ δὲ ἱεροποιοὶ τοῦ μηνὸς τοῦ Γαλαξιῶνος ἐξετάσαντες τοὺς βοῦς κατ᾽ ὃν

[ομα], εἰὰν̣? περιὸν τοῦ μηνὸς <τοῦ> Μεταγειτ̣νιῶν̣ος τεμένεσι – – c.16 – – – αντος αὐτὸς ἡμε·····κ··υ···
[μισθώματος?] πρώτου ·····εκλ·υσ·· μηδὲ [– – 15 – – τοῖς ἱεροῖς] τεμένεσιν· εἰὰν δέ τις τρέφει, ἐπομοσ[ά]
σθ[ω]ν αὐτὸν ἱεροποιοὶ τὸ μὴ εἶναι ὑπόλογον τῶι τρέφοντ[ι] ἐπὶ τὸ μίσθ ωμα· [ἐ]ξα[γο]ρε[ύε]ιν δὲ ἐξέστω τῶι βουλομένωι
παραλαμβάνειν τὸ ἥμυσυ τῆς τιμῆς τῶν πραθέντων· –– εἰὰν δέ τις βούλε ται τῶν γεωργῶν ἀποδόμενός τι τῶν ἐγκε[καυ]
μένων βοσκημάτων ὅσα ἐδεῖτο καταστατῆσαι, ἐξέστω αὐτῶι ἐγγυητὴν κα ταστήσαντι τῆς τιμῆς ἧς ἂν ἀποδώ
σωσι?, [τὸ δ]ὲ λοιπὸμ μίσθωμα ἀ[ποδ]ώ<σου>σι τοῦ μηνὸς τοῦ Ληναιῶνο ς τῆι ἐκλησίαι, τῶι δὲ ἐσχάτωι ἐνιαυτῶι τοῦ μηνὸς τοῦ
Μεταγειτονιῶνος· ὅσοι ἂμ μὴ τρέφωσι πρόβατα, ἀποδώσουσιν ἅπαν τὸ μί σθωμα ἀκίνδυνον τοῦ μηνὸς τοῦ Μετα
γειτονιῶνος· εἰσφέρειν δὲ τοὺς ἱεροποιοὺς [τὰς λοι]π[ὰς] πάντων τὰς τοῦ μηνὸς ἐν τοῖς ἱεροῖς τεμένεσιν εἰς [τὴ]ν κ[ιβω]τὸν
[τὸ μίσ]θωμα ἅπαν τὸ γινόμενον τῶι θεῶι κατὰ τὴν συγγραφήν· εἰὰν δὲ μὴ ἀποδῶσιν οἱ μισθωσάμενοι ἐν τοῖς χρόνοις τοῖς
γεγραμμένοις ἢ μὴ παραδιδῶσι τοὺς καρποὺς εἰς τὸ κυριεύειν τοῖς ἱεροπ οιοῖς, ἡμιόλιον ἀποτινόντων [ἐ]ν τ[ε]τ[α]γμένοις
χρόνοις?, τοὺς καρποὺς ···ησ····ησ·····τωι το··ωτον, ἀνθ᾽ ὧν μηδὲν? π[ω]λο ῦντες τῶν μεμισθωμένω[ν],
πρὸς τῶν ἠγγυωμένων εἰσπραξάσθων ἡμιόλιον τῶι θεῶι τὸ ὀφειλόμενον τοῦ μισθώματος· –– εἰὰν δέ τι ἐλλείπει τοῦ μι
σθώματος, πραθέ<ν>των τῶγ καρπῶν, [ἀπ]οδόσθων πρὸς τὸ ἐλλεῖπον τοὺ ς βοῦς [κα]ὶ πρόβατα καὶ τὰ ἀνδράπ[οδα]· εἰὰν {εἰὰν}
δέ, κ[αὶ] τούτων πραθέντων, ἔτι ἐλλείπει τι τοῦ μισθώματος, εἰσπρασσόντ ων τὸ ἐλλεῖπον ἐκ τῶν ὑπαρχόντων τοῖς
μεμισθωμένοις καὶ τοῖς ἐγγυηταῖς· εἰὰν δὲ μὴ δύνωνται πρᾶ<ξα>ι, ἐξομό σαντες ἐπ[ὶ] Δι[ὶ] ἀγοραίωι [μ]ὴ δυνατοὶ εἶναι πρᾶ
[ξ]αι, ἀναγραφόντων αὐτοὺς εἰς τὴν στήλην πατρόθεν ὀφείλοντας τῶι θε ῶι καὶ αὐτοὺς καὶ τοὺς ἐγγυητάς, καὶ ἀνά
μισθούντων τὸ τέμενος· εἰὰν δέ τις ἔγδεια γίνηται τοῦ μισθώματ[ο]ς, ἐγγ ραφόντων αὐτοὺς καὶ τοῦτο ἡμιόλιον· –– ἀπ[ο]
τινόντων δὲ καὶ οἱ ἱεροποιοὶ τῶι θεῶι τὸ ἥμυσυ τοῦ μισθώματος οὗ ἂμ μὴ εἰσπράξωσιν ΩΝΑΣ τοὺς ἐγγυητὰς αὐτῶν πρά
ξωνται· τοῖς δὲ ἐγγραφεῖσιν ἐγγυηταῖς τοῦ μισθωσαμένου μὴ ἐξέστω μερ ίσαι τῶι καταστήσαντι τοῦ ἐγγραφ[έν]
τος ἀργυρίου εἰς τὴν στήλην, ἀλλ᾽ εἶναι τὸ ἀπότεισμα ἅπαν τοῖς ἐγγυητ αῖς κατὰ τὸ ἐπιβάλλομ [μέρο]ς ἑκάστω[ι],
εἰὰμ μὴ ὁ καταστήσας ἀποτίνει ὑπὲρ αὐτῶν· –– ὅ τι δ᾽ ἄν τις τῶν ἐγγυη τῶν εἰσπραχθεῖ τοῦ μισθώματος ὑπὸ τῶν ἱερο[ποι]
ῶν ἢ αὐτὸς ἀποδῶ<ι> ὑπὲρ τοῦ καταστήσαντος αὐτὸν ἐγγυητήν, ἐγγραφέ τω ἡ βουλὴ κυρία οὖσα τῶι ἐγγυητῆι τὸν
καταστήσαντα τὸ ἀποτεισθὲν ἀργύριον ἡμιόλιον καθά[π]ερ τοὺς ὠφληκό τας· καὶ εἶναι τοὺς ἐγγραφέντας ὑπε[ρ]
ημέρους κατὰ τὸν νόμον· εἰὰν δὲ μὴ ἐγγράψει ἡ βουλή, διπλάσιον ἀποτι νέτω τῶι ἐγγυητῆι τοῦ ἀποτεισθέντ[ος]
ἀργυρίου· –– ὑποκεῖσθαι δὲ τῶι θεῶι τὰ βοσκήματα καὶ τὰ ἀνδράποδα κα ὶ τὰ ἐνοικεῖα [καὶ] τὰ [ὑπάρχοντα] πάντα,
ὅσα ὑπάρχει τοῖς μεμισθωμένοις· –– ὑποκεῖσθαι δὲ καὶ τὰ τοῖς ἐγγυηταῖς ὑπάρχοντα πάντα τῶι θεῶι καθάπερ τὰ
τοῦ μεμισθω{σα}μένου {μεμισθωμένου}· –– εἰὰν δὲ πράξαντες οἱ ἱεροποιοὶ [μὴ πάντα εἰσπράξωσιν?], ὑποκεῖσθαι τὰ ὑπάρχοντα τοῖς
[ἱεροποιοῖς πάντα τῶι θεῶι] –

τὸ δὲ γενόμενον μίσθωμα ··ντα πλ·ισηκου –
·λοτ·· τῶν ὑποκειμένων τῶι θεῶι –

B33. ID 504 (280 or 279BC)

Note: Face B LL3-10 as restored by Davis (1937:124-127)

FACE A

– [σε]
[λίδων κλιμ]ακίδων ξυστῆρι λείωι ϙ[– – c.15 – – – – – – – – κα]
[θὼς ἐξεδώκ]αμεν, καὶ μιλτολογή[σ]α[ς τῶι μακρῶι κανόνι? κα]
[τὰ τὸ αὐτ]ὸ συνθέτω τὴν ὀροφήν, π[οιούμενος πᾶσαν τὴν ἐπι]
[μέλειαν] τὴν καθήκουσαν, συνζευγ[νύ]ων ταῖ[ς φάτναις, κα]
[θὰ ἐξεθ]ήκαμεν. συνζευξάτω δὲ [καὶ] τὰς γωνιαίας κ̣α[ὶ τοὺς]
[στή]μονας τῶν παραγωνίων φάτ[ναι]ς περιγόμφοις, ὡς ϵ̣[ἴργασ]
[τα]ι τὰ τρήματα τῶν γαστρῶν, τόρμ[ους ἀ]πὸ τῶν στημόνω[ν κόψας]
καὶ ἐπιβαλὼγ κατὰ κεφαλὴν κατά[ζευγ]μα πτελέινον, ἐ[νηρει]
σμένων στημόνων ἐν προσαρμο[γαῖς π]εριγόμφοις ἐκάσ[των. ἁρμο]
σάτω τοὺς γόμφους εἰς τοὺς στή[μον]ας, ὑποκύλους [πίνακας?]
ἀπολαβὼγ χάλικι ἀραρότως κα[ὶ πάντ]η ἴσας ἀπολ̣[βὼν φάτνας],
περόναις χαλκαῖς σταθμὸν ἀγο[ύσαι]ς ἀν᾽ ὀγδοημόρ[ιον, καὶ τὰς]
κλιμακίδας πάσας τὰς ἄνω καὶ τ[ὰ π]λαίσια καὶ τὰς φά[τνας ···]
νίους περιτύλους κρανείνους, ἐκ[άστ]ην τέτταρσιν τα – –
πρώτων. θέτω ἕκαστομ πλαίσιον πε[ρὶ γό]μφους· πτελείνο[υς φάτνας]
καταλαβέτω ἐπιόροις ἀραρότως, τιθεὶς [ἐν]αλλὰξ τὰ πλαίσια – –
καὶ τὰς χοινικίδας περιτύλοις κρανείν[οις] καὶ τοὺς πίνακας –
vacat

FACE B

– ατ –
[– – – – – – ἐ]ργασίας ενε – – – – – – – – – – – – – – – – – – –
[– – – – – συντ]ελέσθηι. τὴν δ[ὲ συγγαφήν – – – – – – – – – – – – – – – –]
[οἱ μισθωσάμενοι ἀναγραψ]άντων εἰς στήλην [λιθου λευκου γραμματα ἐγ]
κολάπτον]
[τες ὕψος μὴ ἐλαττον ἡμιδακτυλιαίων καὶ στη[σ]άτωσαν τὴν στ[ή]λην εἰς
τὸ ἱερὸν [ἀ]-
[ραροτως οὐ ἄν ὁ ἀρχιτέκτ]ων δείξηι. μηνὸς Γαλαξιῶ[νος δωδέκατηι] ἐμι
σθώσατο Φανέας [κ]-
[αικου θεῖναι καὶ ἐργάσ]ασθαι κατὰ τὴν συγγραφὴν [κ]αὶ πρὸς τὸ παράδει
γμα κλιμακίδας τρ
[εῖς] καὶ συνζευξαι φάτ]νην δραχμῶν τριακοσίων· [ἔγ]γυος ᾽Ιερόμ[βρ]οτος
Μνησικλέους. τὰς δὲ [λ]-
[οιπας φάτνας κατὰ κλιμ]ακίδας τρεῖς καὶ φάτνην μ[ί]αν ἐμισθώσατο Πε
ισίβουλος [τ]ὴμ φά
[τνην ἑκαστην δραχμ]ῶν τριακοσίων· ἔγγυος ᾽Αντίγονος ᾽Ανδρομένους, σ
υνεπαινοῦντος
[– – – – – – – – σ. μάρτυρες· ᾽Ανδρομένης, Σωσίπολις, ᾽Αντίγονος, Θεόδ
ωρος, Μένυλλος,
[– – –, ᾽Αρι]στείδης, Δεινομένης, Τελέσανδρος. τοὺς ἐ[γγύ]ους ἐδοκίμασε
ν ἡ βουλή. vac.

B34. ID 506 fragment b (277-276BC)

– α
– ης μισθω
– μένος εἰς –
- [παρα]δείξας ἀρχιτέ
[κτονι –]τα, κο
μισάσθωτὸ ἐπι
[δέκατον – ἐν?]ιαυτῶι· –– ἐ
ὰν δὲ μὴ συν
[τελέσηι τὸ ἔργον ἐν τῶι χρόνωι τῶι γεγραμμένωι, ἐπιφορὰν οἴσεται ἐ]κά
στης ἡμέρας δραχμὰς
- [τὰ δι]άφορα πάντα πράξονται ε
– καὶ τοῦ ἐγγύου· –– διδο –
[τῶι ἐργ]ώνηι τὰ αὐτὰ ἐπιτίμια ε·
– ονος ἔστω, ὃν ἂγ κατ·
– γ χρήσθω ἔκποδα ΛΛ
– [μισ]θοῦσθαι τὸ ἔρ
[γον –
– – –] ἐν ἡμέ
[ραις –
– τὸ ἔ]ργον πα -

B35. ID 507 (c250BC)

Note: LL23 and 31-37 as restored by Davies (1937:129)

– – – α εγδε – – – – Ạ·ẠẠ –
– – – σ λίθους ···ι̣κ[ο]τέρους ·ωι –
– – – ν μέρος τι τῆς οἰκοδομίας ἐξέ[στ]ω αὐτῶι, ἐφ᾽ [– – – – ἂν]
[τοῦτ]ọ̣ συμβῆι, χρῆσθαι ἀνισώμασιν ἐν ἑκάστωι δ[– – – μὴ πλεί]
[οσ]ι ἔξ, μὴ τιθέντι ἀνίσωμα μηθὲν μῆκος ἔλατ[τον – – – – – –],
[μη]δὲ ταπεινότερον δακτύλων πέντε. ἐργασάσ[θω δὲ τὸ ἔρ]
[γον] καὶ καθόλου καὶ κατὰ μέρος σύμφωνον ΧẠΤΟΝΑΥ – – –
··ωγει ὁμολόγως τῶι προϋπάρχοντι ἔργωι, μιλτολογῶν [πᾶσαν]
[τὴ]ν ἐργασίαν καὶ ξέων ὅσα γέγραπται ξοΐδι ἡμι[τ]ριβε[ῖ – –]
··ανε·ηκτα καὶ ἐπικόπτων τὰς ἐπικοπὰς πάσας πρὸς [διαβή]
[τη]ν καὶ κανόνα πληρεῖς, εὐθείας, ἐν ἐπαμοιβαῖς ἧι ἂν Ι – –
·· τῶι ἔργωι, διαφυλάττων πάντα ὑγιῆ, ἄθραυστα, ἀκόλλ[ητα],
[ἀ]κύρβιστα, ἀκήρωτα. ἐργαζέσθωσαν δὲ πᾶσαν ἡμέρα[ν]
[σ]υνεχῶς τεχνίταις τὸ ἐλάχιστον τέτταρσιν καὶ ὑπηρέται[ς]
[κ]αὶ τῆι ἄλληι παρασκευῆι ἱκανῆι. εἰὰν δὲ μὴ ἐργάζηται κα
[τ]ὰ τὰ γεγραμμένα, μισθούντων οἱ ἱεροποιοὶ τεχνίτας ἀντὶ
[τ]ῶν ἐγλειπόντων, ἀναλίσκοντες ἀπὸ τοῦ ἀργυρίου τοῦ ἐνόντος,
[κ]αὶ ζημιούντων τὸν ἐργολαβήσαντα καθ᾽ ἕκαστον σῶμα ἐ
[κ]άστης ἡμέρας δ[ρ]αχμῆι. χρόνος τῶι ἔργωι μῆνες vac.
[ἀ]φ᾽ ἧς ἂν ἡμέρας [λ]ά[βηι] τοῦ ἀργυρίου τὴν πρώτην δόσιν. λήψ[ε]
[τ]αι δὲ ἐγγυη[τὴ]ν καταστήσας τοῖς ἱεροποιοῖς καὶ τοῖς ἐ
[πι]μελητᾶις ἀρεστὸν καὶ ἀξιόχρεω κατὰ τὸν νόμον τὸ μὲν
[ἥ]μυσυ τοῦ ἀργυρίου 115 drs ἔκ<σ>φραγισθείσης τῆς συγγραφῆ[ς]·
[τ]οῦ δὲ λοιποῦ τὸ ἥμυσυ π[α]ραδείξας τῶι ἀρχιτέκτονι καὶ τ[οῖς]
[ἐ]γδόταις τέλος ἔχον τοῦ ἔργου τὸ ἥμυσυ· τοῦ δὲ λοιποῦ τὸ ἥ

[μ]υσυ παραδείξα[ς τοῦ λοι]ποῦ [ἔρ]γου τέλος ἔχον τὸ ἥμυσυ·
[τὸ] δὲ λοιπὸν κομι[εῖ]ται παραδε[ίξας] τῶι ἀρχιτέκτονι καὶ τοῖς
[ἐγ]δόταις τέλος ἔχον τὸ ἔργον πᾶν κατὰ τὴν συγγρα
[φή]ν. ἐὰν δὲ μὴ παραδείξει ἐν τῶι χρόνωι τῶι γεγ[ραμμέ]
[νωι τῶ]ι μὲν ἡμερῶν τριάκοντα, ἐπιφορὰν οἵσ[εται ἑκάστης]
[ἡμέρα]ς δραχμὰς δύο. ἐὰν δὲ μηδὲν τα[ις τριακοντα παραδει]
[ξηι εἰργασμένον ὡς γ[έ]γραπται [ἐ]γδο[ντων οἱ ἱεροποιοι καὶ ἐπιμ] -
[εληται τ]ὰ ὑπόλοιπα τῶν ἔργων [ἀλλωι ἐργωνηι ὡι ἄν τροπωι κελ]
[ευσηι ὁ ἀ]ρχιτεκτων καὶ ὅσωι ἄ[ν πλειον εὑρει τὰ ὑπολοιπα τοῦ λοι] -
[που ἀργ]υρίου ὑφαιρουμένη -
[μισθω]ματος εἰσπραξάν[των τὸν ἐργωνην καὶ τὸν ἐγγυητὴν οἱ ἐγ] -
[δοται ποι]ούμενοι τὴν πρᾶξιν
- ἐκ τοῦ ἐγγυη[τοῦ] -

SECTION C

BOIOTIA

C1. IThesp 44 LL4-16 (250-240BC)

ἐνβά[ν]θω ἐν πρόσστασιν κ[ὰτ]
[τάδε. ˙Ο ἐμβὰς τὰγ γᾶν τὰν ἰαρὰν κὴ τὸ Νυμφῆον τ]ὸ ἐν [Φ]ερίης, κατα βαλεῖ τὰν ἔμβασιν
[ἐν τοῖ . . . . . μεινὶ ἑκάστω κὴ προστ]άτας καταστάσει ἀξιοχρεέας μὲ π λέ
[ον δυοῖν ὥστινάς κα δοκιμαδδῶντι τοι κατ]όπτη κὴ ἐννέχυρον δώσει ὑπέ ρ τε αὐτ[ο-]
[σαυτῶ κὴ τωμ προσστατάων τῆ ἀρχῆ ὀβελὸν ὑπὲρ ἑκ]άσστω κὴ ἐπώνιον δῶσι κὰτ τὰν
προτηνὶ πρόρρεισιν δραχμάν. ˙Η δέ κά τις ἐμβὰ]ς τὼς προστάτας μὴ καθι στάε ὥς κ[α]
[δοκιμαδδῶντι εἶ μὴ ἀξιοχρεέας καθιστάε, ἐσς] ἀρχᾶς ἐμβάσει ἁ ἀρχά· ὁπ όττοι δέ κα
[μῖον εὕρει, τὸν προτηνὶ ἐμβάντα ἐν τὸ λεύκω]μα ἐσγράψει ἁ ἀρχὰ συνθῆ σα παρὰ πάν-
[τα τὰ ἔτεα τὸ μιόνωμα ἐφ᾽ ἡμιολίοι. ˙Η δέ κά τι]ς προστάτας καταστάσ ας μὴ κατα
[βάλλει τὰν ἔμβασιν ἐν τοῖ γεγραμμέῃοι χρό]οι, ἐν τὸ λεύκωμα ἐσγράψει ἁ ἀρχὰ
[ὀφείλοντας τὰν ἔμβασιν κὴ αὐτὸν κὴ τὼς π]ροστάτας ἐφ᾽ ἡμιολίοι τοῖ φ όροι κὴ τὰν
[γᾶν ἐμβάσει· ὁπόττοι δέ κα μῖον εὕρει, τὸμ προτ]ηνὶ [ἐ]μβάντα ἐν τὸ λεύ κωμα ἐσγρά
[ψει ἁ ἀρχὰ κὴ τὼς προστάτας συνθῆσα τὸ μιονωμα] παρ[ὰ π]άντα τὰ ἔτε α ἐφ᾽ἡμιολίο[ι]

C2. IThesp 48 LL3-19 (240-220BC)

Τὸν ἰαρὸν τόμον κὴ τὸ Νυν[φῆον ἐμίσθωσαν - - Nom – Patr - Μελ]
ἀντιχος Στρότωνος, ˙Αθανίας Θεοέργω, γραμμ[ατιστὰς - Nom – Patr - κὰτ τὰν πρόρρεισιν]
τανί - ˙Ο ἐμβὰς τὰγ γᾶν τῶ ˙Ηρακλεῖος τῶ ἰαρῶ τό[μω κὴ τὸ Νυνφῆον κ αταβαλῖ τὰν ἔμβασιν]
ἐν τοῖ Δαματρίοι μεινὶ ἑκάστω ἐνιαυτῶ, κὴ [προστάτας καταστάσι ἀξιοχρ ειέας μεὶ πλέ]
ον δυοῖν, ὥστινάς κα ἁ ἀρχὰ δοκιμάδδει, κὴ ἐ[ννέχυρον δῶσι τῆ ἀρχῆ ὑπ ὲρ τε αὐτοσαυτῶ]
κὴ τῶμ προσστατάων ὀβελὸν ὑπὲρ ἑκασ[τω κὴ ἐπώνιον δῶσι κὰτ τὰν προ τηνὶ πρόρρεισιν]
[δ]ραχμάν. ˙Η δέ κά τις ἐμβὰς τὼς προστάτα[ς μεὶ καθιστάει ὥς κα δοκιμ αδδῶντι εἶ μεὶ ἀξι]
[ο]χρειέας καθιστάει, ἐσς ἀρχᾶς ἐμβάσι ἁ [ἀρχὰ· ὁπόττοι δέ κα μῖον εὕρει, τὸμ προτηνὶ ἐμ]
[β]άντα ἐν τὸ λεύκωμα ἐσγράψι ἁ ἀρχὰ ἐφ᾽ εἰμ[ιολίοι. ˙Η δέ κά προστάτ ας καταστάσας μεὶ κατα]

βάλλει τὰν ἔμβασιν ἐν τοῖ γεγραμμένοι χ[ρόνοι, ἐν τὸ λεύκωμα ἐσγράψι ἀ ἀρχὰ ὀφείλοντας]
τὰν ἔμβασιν κὴ αὐτὸν κὴ τὼς προστάτας· ἐ[φ᾽ εἰμιολίοι τοῖ φόροι κὴ ἐμβ άσι· ὀπόττοιδέ]
κα μῖον εὕρει, τὸμ προτηνὶ ἐμβάντα ἐν τὸ [λεύκωμα ἐσγράψι ἐν πάντα τὰ ἔτεα κὴ τὼς προστά]
τας ἐφ᾽ εἰμιολίοι. Δεκάταν δὲ οἴσονθι τοὶ ἐ[μβάντες, ἢ δέ κα τέλος τι εἶ ἐ πὶ τῶ κοινῶ]
δείει Βοιωτῶν φερέμεν εἶ ἐπὶ πόλιος. κὴ ο[ὗτο οἴσονθι τοὶ ἐμβάντες, οὔτε πὸτ τὰν πό]
λιν οὔτε πὸτ τὰν ἀρχὰν ἀμφι[λ]έγοντ[ες οὐδεν - - - - - - - - - - - - - - - τὰ]
γεγραμμένα. ῾Α δὲ ἔμβασις ἔνθ[ω ἐν ἴκατι ? ἔτεα. ῞Αρχι τῶ χρόνω ὅστις κα πεδὰ . . . . .]
λαον ἄρχει.

C3. IThesp 53 LL11-22 (230-220BC)

ὸ μισθωσάμενος π[ὰρ] τ[ῶ]ν ἰαρ[αρ]χ[άω]ν [τὰν γᾶν τ]ὰν δαμοσί[α]ν τὰν ἐ ν Δρυ
[μοῖ ερ]γ[είσι ἔ]τια [πε]ντε κὴ ἴκατ[ι]· ἄ[ρχι τῶ χρόνω ὸ ἐνιαοτὸς ὸ ἐπὶ] Χαριγέν[ε]ος ἄρχοντος.
Κατα[βα]λῖ [δὲ τὰν] μίσθωσιν τοῖς ἰαράρχης [ἑκάστω τῶ ἐνιαυτῶ ἐν τοῖ ᾽Αλαλκομε]νί[οι] μ[ε]ινί, κὴ οἵσι τὰν
δε[κά]ταν κὰτ [τὸν νό]μον· ἐν[γύως δὲ καταστ]άσ[ι τοῖς ἰαράρχης ἀξιοχρε ιέας, τῶ μ]ὲν ψεύδεος παρχρεῖ
μ[α], ὅλ[α]ς δὲ τᾶς μ[ι]σ[θώ]σιος τρ[ι]ῶν ἀμε[ράω]ν .ΜΟ.ΟΥΦ..(?) κὴ ἐννέ χρο]ν δώσι ὑπέρ τε αὐτοσαυτῶ κ[ὴ]
[τ]ῶν ἐνγύων [ἐκ]άσ[τω δύο ὀβολώς· ἢ δέ κα μεὶ καθιστάει τὼς ἐνγύως, ἐ πα]μμισ[θ]ῳσονθι τ[ο]ὶ ἰαράρχη. ᾽Η δέ
[κ]α μῖον ε[ὕ]ρει ἐν [τὰ πέντε κὴ ἴκατι ἔτια, ἐν τὸ λεύκωμα ἐσγαφείσετη ὑπὰ τῶν ἰαρ]αρχάων αὐτὸς κη ὸ
ἔνγυος τῶ [ψ]εύδ[εος] ἐφ᾽ εἰ[μιολίοι. ᾽Η δέ κά τις τῶν μισθωσαμένων μεὶ κατα]βάλλει τὰν μίσθωσιν [ε]ν
[τοῖ γεγ]ραμμέν[οι χρόνοι, τοὶ ἰαράρχη ἐσγράψονθι αὐτὸν κὴ τὼς ἐνγύως ἐπὶ τῆ] μισθώσι τῆ ἀντ᾽ ἐνιαυ
τῶ ἐ[φ᾽ εἰ]μιο[λίοι, κὴ ἐπαμμισθώσονθι τὰν γᾶν ἐν τὰ περίσαα ἔτια· κὴ ἤ τί κα μῖο]ν εὕρει ἐν τὸν λοιπὸν
[χρό]νον, [ἐν τὸ λεύκωμα ἐσγράψονθι αὐτὸν κὴ τὼς ἐγγύωσ ἐφ᾽ εἰμιολίοι τ]οῖ μιονώματι παντὶ
τῶν π[ε]ρισάων ἐτέων

C4. IThesp 54 LL1-6 (230-215BC)

[- -]τοὶ ἰαράρχη ἐσγράψονθι αὐτὸ ν κὴ] τὼς ἐγγ[ύως ἐπὶ τῆ
[μισθώσι τῆ ἀντὶ ἐνιαυτῶ ἐπὶ τοῖ εἰμιολίοι, κὴ ἐπαμμισθώσονθι τὰν γᾶν ἐ ν] τὰ πρείσα[α ἔτεα]·
[κὴ ἤ κα μῖον εὕρει ἐν τὸν λοιπὸν χρόνον, ἐν τὸ λεύκωμα ἐσγράψονθι] κὴ αὐτὸν κὴ τὼς [ἐγγύ]

[ως ἐφ᾽ εἰμιολίοι τοῖ μιονώματι παντὶ τῶν περισάων ἐτέων. Τῶν δὲ] δενδ
ρέων τῶν ἐν[τῆ γῆ πε]
[φυτευμένων ἐπιμελείσετη ὁ μισθωσάμενος καθ᾽ ἃ κα ποτταξῶντι] τοὶ ἰαρ
άρχη. ᾽Η δέ τί κα τέ
[λος δείει ἐμφερέμεν ἐν τὰν πόλιν εἶ ἐν τὸ κοινὸν Βοιωτῶν, ὕσ]ι ὁ γαεργ
ός.

C5. IThesp 55 LL1-2 (230-215BC)

[- - - - Τοὶ ἰαρ]άρχη· [εἰ δέ τί κα τέλος δείει ἐμπερέμεν ἐν τὰν πόλιν]
[εἶ ἐν τὸ] κοινὸν Βοιθτῶ[ν, οἵσι ὁ γαεργός].

C6. IThesp 55 LL10-28 (230-215BC)

᾽Ο μ[ι]σθωσάμενος πὰρ τᾶς ἀρχ[ᾶς τὸ]ν κᾶπον, ὃν ἀνέθεικε vac.
Σώστρατος ἰαρὸν
τ[ῆ]ς Μώσης γαεργείσι ἔτε[α ἴκατι· ἄρχι τῶ χρόνω ὅλας τᾶς μισθώσιο vv
ς vac.
ὅστις κα πεδὰ Νίκωνα ἄρχει· [vac. τῶ] δ᾽ ἐπὶ Νίκωνος ἐνιαυτῶ καταβαλεῖ
τὰν μί vac. σθωσιν
δραχμάων 121 τὸ εἴμιτ[τον 60drs] 3obs τοῖ ταμίη vac. τῶν δὲ ἴκατι ἐτέων
καταβαλῖ
τοὶ ταμίη τᾶν Μωσάων τὰμ μίσθ[ωσι]ν ἑκάστω τῶ ἐνιαυτῶ ἐν τοῖ ᾽Αλαλ
κομενείοι μεινὶ
πρὸ τᾶς πέμπτας ἀπιόντο[ς· vac.] ἐγγύως δὲ καταστάσι τῆ ἀρχῆ ἀξιοχρειέ
ας,
τῶ μὲν ψεύδεος παρχρεῖμα, ὅλας δὲ τᾶς μισθώσιος τριῶν ἀμεράων· κὴ ἐν
νέχυρον
δώσι δύο ὀβόλως ὑπέρ τε αὐτοσαυτῶ κὴ τῶν ἐγγύων ἑκάστω. ᾽Η δέ κα μ
εὶ καθιστάει
τὼς ἐγγύως, ἐπαμμισθώσι ἁ ἀρχά. ᾽Η δέ κα μῖον εὕρει ἐν τὰ ἴκατι ἔτεα, ἐ
ν τὸ λεύκωμα
ἐσγραφείσετη ὑπὰ τᾶ[ς] ἀρχᾶς αὐτὸς κὴ ὁ ἔγγυος τῶ ψεύδεος ἐπὶτοῖ εἰμιο
λίοι.
᾽Η δέ κά τις τῶν μισθωαμένων μεὶ καταβάλλει τὰμ μίσθωσιν ἐν τοῖ γεγρ
αμμένοι
χρόνοι, ὁ ταμίας ὁ τᾶν Μ[ω]σάων ἐσγράψι αὐτὸν κὴ τὼς ἐγγύως ἐπὶ τῆ
μισθώσι τῆ ἀντὶ ἐ
νιαυτῶ ἐπὶ τοῖ εἰμιολίοι, κὴ ἐπαμμισθώδοντι τὸν κᾶπον ἐν τὰ περσαα ἔτε
α·
κὴ ἤ τί κα μῖον εὕρε[ι] ἐν τὸν λοιπὸν, ἐμ τὸ λεύκωμα ἐσγράψονθι αὐτὸν
κὴ τὼς
[ε]γγύως ἐφ᾽ εἰμιολίοι τοῖ μιονώματι πάντι τῶν περισάων ἐτέων. ᾽Η δέ
κά τι ἐπιοικίξ[ε]ιτη, ἐπί κα διεσσέλθει ὁ χρόνος, ἀπίσετη λαβὼν ὅ κα ἐπι
οικο

δομε[ῖ]σει. Εἰ δέ τί κα δείει τέλος ἐμφερέμεν ἐν τὰν πόλιν εἶ ἐν τὸ κοιν
ὸν
Βοιωτῶν, ὗσι ὁ γ[α]εργός· καταλίψι δὲ περὶ τὸ ἰαρὸν τῶ Μειλιχίω ἑκατὸ
ν πόδας
ἐμβαδόν.

C7. IThesp 56 LL1-14 (after 210BC)

Θεοδότω ἄρχοντος· Διονύσιος Λυσίαο ἔλεξε· ἐπιδεὶ ἀ μίσθωσις τῶν γυάω
ν
διεσσείλθεικε, ὑπάρχι δὲ τῆ π[ρ]οτηνὶ προ[ρ]ρείσει, ἤ τίς κα βείλειτη τῶν
εὐ[κει]
όντων, ὑπογρύψ[ασθη] τᾶς [αὐτ]ᾶς μισθώσιος· δεδόχθη τοῖ δάμοι ἀρχὰν ἐλ[
έσ]
θη τρῖς ἄνδρα[ς μεὶ νεω]τ[έρθς] πεντ[εί]κοντα ἐτέων κὴ γραμματιστὰν [με
ὶ νε]
ώτερον τ[ρι]άκοντα ἐτέων· τὼς δὲ σταθέντας μισθῶση τὼς γύας κὰτ τὰν
πρόρρεισιν καθ᾽ ἂν κὴ τὸ πρότερον μεμισθωάθη· μισθῶση δὲ κὴ τὸ Νυνφῆ
ον τὸ ἐν Φε[ρίης]·
τοῖς μὲν πεπιτευόντεσσι κὴ πεποιόντεισσι τὰ ἐς τᾶς προρρείσι<ος>, ἤ κα
βε[ί]λωνθη, τᾶς [αὐ]
τᾶς μισθώσιος ἐσσεῖμεν αὐτῦς ὑπογράψασθη παριόντεσσι αὐτοῖς· ὀπόττα δ
έ κα
ἀπίτευτα ἴωνθι ἐνβᾶση τὰν ἀρχὰν καθ᾽ ἅ κα φήνειτη αὐτῆ σύνφορον εἶμεν
· ὅτι δέ κα
ἀναλώσωνθι ἐν οὗτα, ἀπολογίσασθη πὸκ κατόπτας. Θεοδότω ἄρχοντος, με
ινὸς
᾽Αλαλκομενίω· ἀρχὰ ῾Ερμάϋλος Εὐαγγέλω, Σιττάρων Διονυσίω, Μνασίω
ν Μνασιγέν[εος],
γραμματιστὰς ῾Ερμᾶϊος Εὐαρχίδαο, ἔνβασε τὼς γύας [τὼ]ς ἐν ᾽Αφαρκαέυ
ς κὴ τὸ Νυνφῆον τὸ [ἐν]
Φερίης κατὸ ψάφισμα τῶ δάμω κὴ τὰς πρόρρεισις τὰς ὑπαρχώσας τῶν μὲ
ν γ[υ]άων τὰς ἐ[πὶ]
᾽Ενπεδοκλεῖος ἄρχοντος, τῶ δὲ Νυνφήω τὰς ἐπὶ Χαροπίνω ἄρχοντος.

C8. IThesp 62 (c210BC)

Θεο[ῖ. ἐ]π[ὶ Φίλωνος(?)]
ἄρχοντος, βασιλευὺς Πτολεμῆος βασιλεῖος Πτο
λεμῆω κὴ βασίλισσα ᾽Α[ρσινόα συνεσσαπέστι]
λαν ἐς τῶν καθιαρωμέν[ων τῆς Μώσης(?) τεμενῶν]
τὰς ποθόδως ἀργυρίων δραχ[μὰς 25,000. ἔδοξε τῆ πό]
λι οὔτ[ων] τῶν χρειμάτων γᾶ[ς ἰαρὰς ὠνεισάσθη
κὰτ τὸ ψάφισμα τῶ δάμω. ἀρχα ἐ[πὶ τᾶς γᾶς τᾶς ὠ]
νίας· Δάσυος Δασ[ύ]ω, Νικείας Κορρινά[δαο, ῞Εμ]
μονος Ξενέαο, Σιμύλος Νέωνος, Μνασ. . . . .

Δάσωνος, Παρμενίας Φαντείω. ἐν τῆ ᾽ Αλ[οιῆ γᾶ]
[κ]ὴ αὐλὰ σὺν τῆ ἐπικαρπίη· βλέθρα 5[60]
δόρα 19· δραχμάων 22,000 · πλα[τίος]·
Αὐτο[κ]ρά[τει]ς ᾽ Αθανίαο, Πά[γ]ων ᾽ Α[γ]ασιθέ[ω], ᾽ Ισ[μει]
νὸς(?) Εὐστρ[ότω, Θ]εομνάστα Λύσωνος, έ[λιξ . . . . .],
Μνάσιππος Μνασίππω, Αὐτοκράτεις [. . . . . , Παν]
[τ]άρεις Μέν[ιος], Φιλοκράτεις ᾽ Απ[ολλοδώ]ρω, [Ν]εί
κηος [Φ]άνε[ιος, Θεο]μνάστη Κα[λλ]ισθένειο[ς].
ἄλλαν γᾶν [π]ὰ[ρ] . .μοκρίτω . . . . .τί[ω] ἐν τῆ ᾽ Αλ[ο]ι[ῆ . . . . .]
σι· βλέθρα [125], δόρα [8]· δ]ρα[χμ]άων 2[800]·
[π]λατίος· ῞Ερ[μων] ῞Ε[ρ]μ[ω]νος, [.]εμελ[.]εις ῾Ομολωΐχ[ω],
᾽ Αγάθι[ππ]ος Καλλι<α>σ[θένε]ιος(?) vac
ἐμισθώ[σατο τὰν π]ρά[τ]αν [γ]ᾶν Παρμενίας ἔ[τεα]
[δέκα] πέτ[τ]αρα, τὸν [ἐνιαυ]τ[ὸ]ν ἕκαστον 1[451]drs. τὰ[ν]
[῾ Α]λοιὰν <τὰν> [δευτ]έ[ραν τ]ὰ[ν . .μ(?)]ο[κρί]τω ἔ[τ]εα δέκα [πέτταρα]
[ἐ]μισθώ[σατ]ο ᾽ Αρι..ίδας Διο[. . . . . , β]λέ[θ]ρο[ν ἕκ]αστον
[2drs], πᾶσαν, 2[50drs 1ob] τὸν ἐνιαυτόν. ἄρχει τῶ χρονῶ
ὸ ἐνιαυτὸς ἐπὶ Φίλωνος ἄρχοντος. κέφάλα[ι]ο[ν τῶ]
ἐνιαυτῶ τᾶς μισθώσι[ο]ς 1701drs 1ob.

C9. IG VII 3073 LL1-89 (c220BC)

Col I

[– – – – – – – – τῶν ἔ]ργων τὸ ἐπίπεμπτον ἀποτείσε[ι]
[ὸ ἐργώνης· τοῦτο δὲ κ]αὶ τὸ ὑπερεύρεμα, καὶ ἐάν τι ἄλλο
[ἀργύριον ἐκ τῶ]ν ἐπιτιμίων προσγένηται αὐτῷ, ἅπαν
τα πράξ[ουσιν] οἱ ναοποιοὶ τὸν ἐργώνην καὶ τοὺς ἐγγύους·
ἐὰν δὲ μὴ δύνωνται, εἰς τὸ λεύκωμα ἐκγράψουσιν. ἐγ
δίδομεν δὲ τὸ ἔργον ὅλον πρὸς χαλκόν, τὰς μὲν στή
λας καὶ τοὺς θριγκοὺς πρὸς λίθον ἐφ᾽ ὠμαλίαν ὅτι ἂν εὖ
ρωσιν, τοὺς δ᾽ ὑποβατῆρας ἐν προσέργωι ποιήσει. τῶν
δὲ πώρων ὑποτίμημα λήψεται τοῦ λίθου ἑκάστου δρα
χμὰς πέντε, ὅσους ἂν παρίσχηι, τῶν δὲ γραμμάτων
τῆς ἐγκολάψεως καὶ ἐγκαύσεως στατῆρα καὶ
τριώβολον τῶν χιλίων γραμμάτων. ἐργᾶται δὲ συνε
χῶς μετὰ τὸ τὴν δόσιν λαβεῖν ἐντὸς ἡμερῶν δέκα
ἐνεργῶν τεχνίταις ἱκανοῖς κατὰ τὴν τέχνην μὴ ἔ
λαττον ἢ πέντε. ἂν δέ τι μὴ πείθηται τῶν κατὰ τὴν
συγγραφὴν γεγραμμένων ἢ κακοτεχνῶν τι ἐξελέγχη
ται, ζημιωθήσεται ὑπὸ τῶν ναοποιῶν καθότι ἂν φαίνη
ται ἄξιος εἶναι μὴ ποιῶν τῶν κατὰ τὴν συγγραφὴν γε
γραμμένων. καὶ ἐάν τις ἄλλος τῶν συνεργαζομένων ἐξε
λέγχηταί τι κακοτεχνῶν, ἐξελαυνέσθω ἐκ τοῦ ἔργου καὶ
[μ]ηκέτι συνεργαζέσθω· ἐὰν δὲ μὴ πείθηται, ζημιωθήσε
ται καὶ οὗτος μετὰ τοῦ ἐργώνου, ἐὰν δέ που παρὰ τὸ ἔρ
γον συνφέρηι τινὶ μέτρωι τῶγ γεγραμμένων προσλι
πεῖν ἢ συνελεῖν, ποιήσει ὡς ἂν κελεύωμεν. μηδὲ ἀπολε
λύσθωσαν ἀπὸ τῆς ἐργωνίας οἱ ἐξ ἀρχῆς ἔγγυοι καὶ ὁ ἐρ
γώνης, ἄχρι ἂν ὁ ἐπαναπριάμενος τὰ παλίνπωλα τοὺς

ἐγγύους ἀξιοχρέους κ̣αταστήσηι· περὶ δὲ τῶν προπε
ποιημένων οἱ ἐξ̣ ἀρχῆς ἔ̣γγυοι ἔστωσαν ἕως τῆς ἐσχάτης
δοκιμασίας. μηδὲ καταβλαπτέτω μηθὲν τῶν ὑπαρ
χόντων ἔργων ἐν τῶι ἱερῶι ὁ ἐργώ̣ι̣ης· ἐὰν δέ τι καταβλά
ψηι, ἀκείσθω τοῖς ἰδίοις ἀνηλώμασιν δοκίμως ἐγ χρόνωι
ὅσωι ἂν οἱ ναοποιοὶ τάξωσιν· καὶ ἐάν τινα ὑγιῆ λίθον δια
φθείρηι κατὰ τὴν ἐργασίαν ὁ τῆς θέσεως ἐργώνης, ἕτε
ρον ἀποκαταστήσει δόκιμον τοῖς ἰδίοις ἀνηλώμασιν οὐ
θὲν ἐπικωλύοντα τὸ ἔργον, τὸν δὲ διαφθαρέντα λίθον ἐξ
άξει ἐκ τοῦ ἱεροῦ ἐντὸς ἡμερῶν πέντε, εἰ δὲ μή, ἱερὸς ὁ λίθος
ἔσται. ἐὰν δὲ μὴ ἀποκαθιστῆι ἢ μὴ ἀκῆται τὸ καταβλα
φθέν, καὶ τοῦτο ἐπεγδώσουσιν οἱ ναοποιοί, ὅτι δ᾽ ἂν εὕρηι,
τοῦτο αὐτὸ καὶ ἡμιόλιον ἀποτείσει ὁ ἐργώνης καὶ οἱ ἔγ
γυοι. ἐὰν δὲ κατὰ φυὰν διαφθαρῆι τις τῶν λίθων, ἀζήμιος ἔσ
τω κατὰ τοῦτον ὁ τῆς θέσεως ἐργώνης. ἐὰν δὲ πρὸς αὐ
τοὺς ἀντιλέγωσιν οἱ ἐργῶναι περί τινος τῶν γεγραμμέ
νων, διακρινοῦσιν οἱ ναοποιοὶ ὀμόσαντες ἐπὶ τῶν ἔργων, πλεί
ονες ὄντες τῶν ἡμίσεων, τὰ δὲ ἐπικριθέντα κύρια ἔστω.
ἐὰν δέ τι ἐπικωλύσωσιν οἱ ναοποιοὶ τὸν ἐργώνην κατὰ
τὴν παροχὴν τῶν λίθων, τὸν χρόνον ἀποδώσουσιν, ὅσον ἂν
ἐπικωλύσωσιν. ἐγγύους δὲ καταστήσας ὁ ἐργώνης κατὰ
τὸν νόμον λήψεται τὴν πρώτην δόσιν, ὀπόσου ἂν ἐργωνή
σηι, πασῶν τῶν στηλῶν καὶ τῶν θριγκῶν τῶν ἐπὶ ταύτας
τιθεμένων, ὑπολιπόμενος παντὸς τὸ ἐπιδέκατον· ὅταν δὲ
ἀποδείξηι πάσας εἰργασμένας καὶ ὀρθὰς πάντηι καὶ τέλος
[ἐ]χούσας κατὰ τὴν συγγραφὴν καὶ μεμολυβδοχοημένας ἀ
ρεστῶς τοῖς ναοποιοῖς καὶ τῶι ἀρχιτέκτονι, λήψεται τὴν
δευτέραν δόσιν πάντων τῶν γραμμάτων τῆς ἐπιγραφῆς
ἐκ τοῦ ὑποτιμήματος πρὸς τὸν ἀριθμὸν τὸν ἐκ τῶν ἀντι
γράφων ἐγλογισθέντα, ὑπολιπόμενος καὶ τούτου τὸ ἐπιδέ
κατον· καὶ συντελέσας ὅλον τὸ ἔργον, ὅταν δοκιμασθῆι, κομι
σάσθω τὸ ἐπιδέκατον τὸ ὑπολειφθὲν καὶ τῶν πώρων τὸ ὑπο
τίμημα, ὅσους ἂν θῆι, καὶ ὅσα ἂν γράμματα ἐπιγράψηι
μετὰ τὸ τὴν δόσιν λαβεῖν κομισάσθω καὶ τούτων, ὅταν καὶ τὸ ἐ
πιδέκατον λαμβάνηι, ἐὰν μή τι εἰς τὰ ἐπιτίμια ὑπολογισθῆι αὐ
τῶι. ἐὰν δέ τι πρόσεργον δῆι γενέσθαι συμφέρον τῶι ἔργωι,
ποιήσει ἐκ τοῦ ἴσου λόγου καὶ προσκομιεῖται τὸ γινόμενον αὐτῶι,
ἀποδείξας δόκιμον. ἐὰν δὲ ὁ τόπος ἀνακαθαιρόμενος μα
λακὸς εὑρίσκηται, προσστρώσει πώροις ὅσοις ἂν χρεία ἦι, καὶ
προσκομιεῖται καὶ τούτου τὸ γινόμενον αὐτῶι μετὰ τοῦ
ἐπιδεκάτου. ἐπιθήσει δὲ καὶ ἐπὶ τὰς στήλας τὰς ὑπαρχού
σας θριγκοὺς ἕνδεκα, προεπικόψας τὰς στήλας, ἐπιλαβὼν
ὅσον ἂν κελεύωμεν, πρὸς τὴν περιτένειαν τὴν δοθεῖσαν.
ἐξελεῖ δὲ καὶ τὰ δέματα τὰ ὑπάρχοντα ἐν ταῖς στήλαις, ὅσα
ἂν ὑπερέχηι καὶ κωλύηι αὐτὸν ἐν τῆι ἐπικοπῆι, καὶ τρήσας βα
θύτερα καθαρμόσει καὶ περιμολυβδοχοήσει δοκίμως. ἐμβαλεῖ
δὲ καὶ εἰς τούτους γόμφους δέματα καὶ περιμολυβδοχοήσει καὶ ἐρ
[γᾶ]ται πάντα καθὼς καὶ περὶ τῶν ἐπάνω γέγραπται. ἐκγδ<ί>δομεν δὲ
καὶ τούτους τοὺς θριγκοὺς τοὺς μὲν ἐκπέδους καὶ πενταπέδους
τοῦ ἴσου ὅσον ἂν καὶ οἱ λοιποὶ εὕρωσιν, τοὺς δὲ τριπέδους τοὺς
τέτταρας σύνδυο εἰς τὸν θριγκὸν ἀπομετρησόμεθα. λήψε
ται δὲ καὶ τούτων τῶν θριγκῶν τὴν δόσιν, ὅταν ἐπιδείξηι
τὰς στήλας ε<ἰ>ργασμένας καὶ κειμένας καὶ μεμολυβδοχοη
μένας καὶ τοὺς θριγκοὺς τοὺς ἐπὶ ταύτας τιθεμένους δε
δεμένους κατὰ κεφαλήν, λήψεται καὶ τούτων τὴν δόσιν, ὑπολι

πόμενος τὸ ἐπιδέκατον, καθὼς καὶ περὶ τῶν ἐπάνω γ[έ]γραπται.
ὅταν δὲ συνθῆι τοὺς θριγκοὺς καὶ ἀποδείξηι κειμένους,
μεμολυβδοχοημένους, τέλος ἔχοντας, δεδεμένους κατὰ
κεφαλήν, συμφωνοῦντας πρὸς ἀλλήλους δοκίμως, ἔπειτεν
ἐγνιτρώσει τὰς στήλας καὶ ἀποδώσει τὰ γράμματα καθαρὰ
καὶ ἐκπλυνεῖ ἕως ἂν κελεύωμεν. τὰ δὲ ἄλλα, ὅσα μὴ ἐν τῆι
συγγραφῆι γέγραπται, κατὰ τὸν κατοπτικὸν νόμον καὶ να
οποϊκὸν ἔστω.

C10. IG VII 3073 LL154 – 182 (c220BC)

Col II

καὶ ἐλαίωι δὲ καθαρῶι πρὸς πάν[τας τοὺς κα]
νόνας χρήσεται καὶ μίλτωι Σινωπίδι· ἐὰν δὲ μὴ χ[ρῆται μίλ]
τωι Σινωπίδι ἢ ἐλαίωι καθαρῶι, ζημιωθήσεται ὑπ[ὸ τῶν ναο]
ποιῶν καὶ βοιωταρχῶν, καὶ οὐ πρότερον αὐτῶι λί[θος οὐδεὶς]
κατακλεισθήσεται, ἕως ἂν ἐπιδείξηι τοῖς ναοπο[ιοῖς χρησά]
μενος μίλτωι Σινωπίδι δοκίμωι καὶ ἐλαίωι καθαρῶ[ι· ἐπιδεί]
ξει δὲ τὴν μὲν ἐργασίαν καὶ τὴν σύνθεσιν τῶι ἀρχιτέκ̣[τονι, τῷ δ᾽ ὑ]
παρχιτέκτονι τῶν λίθων πάντων τοὺς ἁρμοὺς καὶ τ[ὰς βά]
σεις, ἅμα τριμματολογῶν τὰς μὲν βάσεις ἐκ χλόης ἐλ̣[αίας],
ἐν ταῖς ἰδίαις χώραις βεβηκότας ὅλους ἀσχάστους, ἀνε[γκλή]
τους, ἀνυποπάστους, ὁμοτριβοῦντας, διακρούων τὰ δ[ιάκε]
να τῶν τριμμάτων τὰ μὲν εἰς τοὺς κρατευτὰς ἀπὸ ξοΐδ[ος χα]
ρακτῆς πυκνῆς ἐπηκονημένης, τὸ δὲ ἐπὶ τὴν ὑπευθυν[τηρί]
αν ἀπὸ ξοΐδος ἀρτιστόμου· τοὺς δὲ ἁρμοὺς ἐξ ἐλαίου κ[– – –]
βδίου ἀπὸ λειστρίου λείου ἐπηκονημένου· ὅταν δὲ συντε[λέσῃ]
τὸν ἁρμὸν ἐγνιτρώσας καὶ ἐκπλύνας ὕδατι καθαρῶι, ἔπ̣[ειτεν]
κατακλειέτω. τὴν δὲ ἐμβολὴν τῶν γόμφων καὶ τῶν δ[εμάτων]
καὶ τῶν π[ε]λεκίνων καὶ τὸν σταθμὸν τούτων καὶ τὴν μ[ολυβδο]
χοΐαν πᾶ[σ]αν <ἐπιδείξει> τοῖς ναοποιοῖς παρὼν αὐτὸς ὁ ἐργώνης, ἀ[νεπί]
δεικτον δὲ μηδὲν κατακλειέτω· ἐὰν δέ τι κατακλείση[ι, πάλιν]
τε ἐξ ἀρχῆς ἄρας ποιήσει καὶ ζημιωθήσεται ὑπὸ τῶν ναοπ[οιῶν]
καὶ βοιωταρχῶν καθ᾽ ὅτι ἂν φαίνηται ἄξιος εἶναι μὴ ποιῶν [τῶν ἐν]
τῆι συγγραφῆι γεγραμμένων. καὶ ἐάν τις ἄλλος τῶν συ[νεργα]
ζομένων ἐξελέγχηταί τι κακοτεχνῶν, ἐξελαυνέσθω ἐ[κ τοῦ]
ἔργου καὶ μηκέτι συνεργαζέσθω· ἐὰν δὲ μὴ πεί[θ]ηται, ζη[μιωθή]
σεται καὶ οὗτος μετὰ τοῦ ἐργώνου. καὶ οὐ πρότερον οὐδέν[α μο]
λυβδοχοήσει λίθον, ἕως ἂν ποιήσηι τὰ γεγραμμένα. ἐὰν δὲ π̣[αρὰ]
τὸ ἔργον συμφέρηι τινὶ μέτρωι τῶν γεγραμμένων προσλ[ιπεῖν ἢ]
συνελεῖν, ποήσει ὡς ἂν κελεύωμεν.

C11. IG VII 3074 (c220BC)

[.....κα]ὶ ἐξέσται [τοῖς ναοποιοῖς ἐπεγδιδόναι τὰ] κατά[λοιπα τῶν]
ἔργων, οὗ ἂν βούλωνται. καὶ ἐὰν μὲν ὑπερεύρηι τὰ κατά[λοι]
[πα τ]ῶν ἔργων τῶν ἐπαναπώλων τοῦ ἐξ ἀρ̣[χ]ῆς εὑρέματο[ς]
[ὑ]πὲρ ὧν ἂν τὴν δόσιν ἔχηι, τῶν ἀδέτων ἢ ἀμολυβ[δ]οχοήτω[ν ἢ]
ἀνεπισ[τάτ]ων ἢ ἀκαταξέστων ἢ μήπω κειμένων πλὴν [ὃ]

ἂν εὕρηι ὁ λίθος ἕκαστος, αὐτὸ καὶ ἡμιόλιον ἀποτινέτω ὁ [ἐργώ]
νης· ἐὰν δὲ ἢ τὸ ἴσον ἢ ἔτι ἔλαττον εὕρηι τοῦ ἐξ ἀρχῆς, ὅσο[υ]
ἐξ ἀρχῆς ἐξεδόθη ἅπαν αὐτὸ καὶ ἡμιόλιον ἀποτινέτω ὁ ἐργ[ώνης].
μηδὲ καταβλαπτέτω μηθὲν τῶν ὑπαρχόντων ἔργων π[ερὶ]
τὸν ναὸν ὁ ἐργώνης· ἐὰν δέ τι καταβλάψηι, ἀκείσθω τοῖς ἰ[δίοις]
[ἀ]γηλώμασι δοκίμως ἐγ χρόνωι ὅσωι ἂν οἱ ναοποιοὶ τάξω[σιν].
[κα]ὶ ἐάν τινα ὑγιῆ λίθον διαφθείρηι κατὰ τὴν ἐργασίαν ὁ τῆς θέ[σε]
ως ἐργώνης, ἕτερον ἀποκαταστήσει δόκιμον τοῖς ἰδίοις ἀν[η]
[λώμα]σιν, οὐθὲν ἐπικωλύοντα τὸ ἔργον· ὁ δὲ διαφθαρεὶς λίθος [ἱερὸς]
[ἔστω]. ἂν δὲ μὴ ἀποκαθιστῆι τὸν ἀντὶ τοῦ διαφθαρέντος λίθον ἐ[άν τε]
[μὴ ἀκῆτ]αι τὸ καταβλαφθέν, καὶ ταῦτα ἐπεγδώσουσιν οἱ ναοπ[οι]
[οί, τὸ δὲ] γενόμενον ἀνήλωμα εἰς ταῦτα ἀποτείσ[ε]ι αὐτὸ καὶ [ἡ]
[μιόλιον] ὁ ἐργώνης καὶ οἱ ἔγγυοι. ἐὰν δὲ κατὰ φυὴν ἢ κατ᾽ ἄλλο τ[ι τῶν]
[γεγρ]αμμένων ἐγκλημάτων διαφθαρῆι τις τῶν λίθων, ἀζή[μιος]
[ἔσ]τω κατὰ τοῦτο ὁ τῆς θέσεως ἐργώνης. τὰ δὲ ἐπιτίμ[ια]
μὲν ἅπαντα ἐάν τινα γίνηται ἐπὶ τοῖς ἔργοις τοῖς [ἐκδι]
[δομένοις κ]ατὰ τὴ[ν συγγραφὴ]ν πράξουσιν [οἱ ναοποιοὶ – –].

C12. de Ridder (1896) 323-324 LL3-47 (c220BC)

. . . . . [ὅταν αὐ]τῶ ἀποδείξῃ παρα . . .
[τοὺς λίθους τοὺς] κείμενους, καθὼς γέγραπται, [δ]οκίμο[υς
. . . . . ὄντας], ἐνιτελείτω τὰ κατάλοιπα τῶν ἔ[ργ]ων·
. . . . .] τὸ ἐπιδέκατον ὑπολειπέσθω τῶν κατα
[λειφθέντων καὶ] ἐν ἥμισυ κομισάσθω, [ε]ὰν τῶν ἀ[τ]ε[λῶν
λοιπὸν ᾖ τὸ τρί]τον, ὅταν ἡ θέσις τοῦ ἔργου, ἐπεγδ[ιδομέν
η, ἐπαναπωλ]ηθῇ αὐτῷ. ᾽Εὰν δὲ μὴ συντέλεση τὰ [ἔ]ργ[ον
ἐγχρόνως, δραχ]μὰς οἵσει τὴν ὑπερημερίαν τῆς ἡμέρας
ἑκάστης πεντή]κοντα· ἐὰν δὲ μηδὲν τὰ ἔ[ρ]γα ἐνιτε[λῇ,
ἐξέστω πάλιν ἐπ]εγδοῦναι τὰ κατάλοιπα τῶν ἔργων οὐ [τ
ελείων· ὅτι δ᾽ ἂν εὕ]ρῃ σὺν τῇ τομῇ ἐπεγδιδόμενα τὰ ἔργα,
[ἀποτείσει αὐτ]ὸς ὑπὲρ ὧν ἂν τὴν δόσιν ἔχῃ, πληρ . . OAN
. . . . . ὁ ἐργώνης· ἐὰν δὲ ἢ τὸ ἴσον ἢ [τι] ἔλαττον εὕρῃ,
[τοῦτο αὐτὸ ὃ εἰρ]γολάβησεν ἅπαν καὶ ἡμιόλιον ἀποτείσει·
[τὸ δὲ ὑποτίμημα] τῶν δεδοκιμασμένων λίθων καὶ πετρῶν
[ὅπως παρέλαβεν], ταὐτὸ καὶ ἡμιόλιον ἀποτείσει ὁ ἐργώνης·
[ἐὰν δὲ τὴν δευτέρ]αν δόσιν ἔχῃ καὶ ἐπαναπωληθῇ τι τῶν
[ἔργων, ὁ ἐργώνης ὁ ἐξ ἀ]ρχῆς [τὸ] ὑπερεύμα αὐτὸ καὶ ἡμιόλιον ἀπο
[τείσει. Μηδὲ κατα]βλαπτέ[τω μ]ηθὲν τῶν ὑπ[αρχόν]των ἔργων·
[ἐὰν δέ τι καταβλ]άπτῃ, ἀ[κείσθω τοῖς ἰδίοις ἀνηλώμ]ασιν ὁ
[ἐργώνης ἐγ χρόνῳ] ὅσον ἂν οἱ [ναοποιοὶ τάξωσιν· εἰ δὲ] μὴ ἀκε
[ῖται, τοῦτο ἐπεγδ]ώσουσιν οἱ [ναοπ]ο[ιοί· ὅτι δ᾽ ἂν εὕρῃ], τοῦ
[το αὐτὸ καὶ ἡμιόλι]ον ἀποτείσ[ουσ]ιν [οἱ] ἔ[γγυοι· ἐὰν δὲ] τῶν
[ὑγιῶν λίθων τινὲς κατ]ὰ τὴν ἐργασ[ίαν κ]αταφθ[αρῶσιν τῶν ν]αοπ
[οιῶν ὑπὸ τῶν ἐρ]γατῶν, ἑτέρους ὁ ἐργώνης ἀποκαταστήσει
[τοῖς ἰδίοις ἀνηλώμ]ασιν ἐν ἡμέραις ἑξήκοντα ἀφ᾽ ἧς ἂν αὐτῷ
[κελεύωσιν· ὥστε δυ]νατὸν εἶναι κρί[νεσθαι κ]ατὰ τὴν ὥραν τοῦ
. . . . . ς· ἐὰν δὲ μὴ [ἀ]ποκαθιστῇ, κ]αὶ τούτους ἐπε
[γδώσουσιν ὅτι δ᾽ ἄ] εὕρωσιν, αὐτὸ κ[αὶ ἡμιόλιο]ν ἀποτείσει ὁ ἐργ
[ώνης· τοὺς δὲ ἄλλου]ς λίθους ἐκ τοῦ ἱεροῦ ἐξάξει [π]ρὸ ἡμε[ρῶν] π
[έντε ὁ ἐργώνης· εἰ δὲ μή], ἱεροὶ ἔστωσαν οἱ λίθοι· ἐὰν δὲ ὑγιὴς λίθος
[διαφθαρῇ τῶν τοῦ ἐρ]γώνου, ἀζήμιος ἔσται κατὰ τοῦτον.
[᾽Εὰν δὲ πρὸς αὐτοὺς ἀν]τιλέγωσιν [οἱ] ἐργῶῃαι περί τινος τῶ

[ν ἔργων, κρινοῦσιν οἱ ναο]ποιοὶ, ὁμόσαντες ἐπὶ τῶν ἔργων, [πλ]ε[ίο]νες
[ὄντες τῶν ἡμίσεων. Τὰ δὲ ἐ]πικριθέντα κύρια ἔστω. Προλεγέτω δὲ
[ὁ ἐργώνης ὁ ἐξ ἀρχῆς πρὸ]ς τοὺς ναοποιοὺς ἐν ταῖς γραμμαῖς
[ὅτι, ἐὰν λίθος τις πρό]τερον ἀποδοκιμασθῇ, κομιεῖται ὁ ἐρ
[γώνης τὴν δόσιν, ἕως ἂν ἔχ]ῃ τὸν ἀντὶ τοῦ ἀποδοκίμου· τὰ δὲ ἐπ
[ιτίμια, ὅσα ἂν προσγίν]ηται ἐπὶ τοῖς ἔργοις, πράξουσιν οἱ ναοποιοί
[τὸν ἐργώνην καὶ τοὺς ἐγγύο]υς· ἐὰν δὲ μὴ δύνωνται, εἰς τὸ λεύκωμα
[ἐγγράψουσιν. Μηδὲ ἀπολελύ]σθωσαν ἀπὸ τῆς ἐργωνίας οἱ ἐξ ἀρχῆς
[ἔγγυοι καὶ ὁ ἐργώνης, ἐάν τιν]α παλίμπωλα γίνηται τῶν ἔργων, ἕως
[ἂν ὁ ἐπαναπριάμενος τοὺς] ἐγγύους ἀξιοχρέους καταστήσῃ καὶ τῶν
[προπεποιημένων ἔγγυοι ἔ]στωσαν οἱ ἐξ ἀρχῆς, ἕως τῆς ἐσ[χ]άτη[ς
δοκιμασίας.

C13. Nouveau choix d'inscriptions grecques/textes, traductions, et commentaires par L'Institut Fernand Courby Paris 2005: No 22 (end of 2nd century BC)

FACE C

63 ᾽Απο
λογία ἀγωνοθέτου Πλ[ά]
65 τωνος τοῦ ᾽Αριστοκράτ[ους]
Θηβαίου. λῆμμα· τῆς ἱ[π]
παφέσεως 400drs καὶ παρὰ
Θηβαίων 32drs 3obs
[ἐκ] τοῦ ἱππικοῦ τὸ λόγευ
70 [θὲν] τῶν ἐρήμων ἀττικοῦ
[. τὸ] ἐπιδέκατον δικῆς
[τῆς .....]

C14. Migeotte (1984) No.13 (IG VII 3172) (223BC)

Part IV

Ξενοκρίτω,᾽Αλαλκομενίω· Νικαρέτα Θέωνος τᾶς π[ό]
λιος ᾽Ερχομενίων κὴ τῶ ἐγγύω Θίωνος Συννόμω· τὰπ
πάματα μούριη ὀγδοείκοντα πέντε δίου<ο> ὀβολίω
κὴ τῶ τεθμίω ἵστωρ᾽Αριστόνικος Πραξιτέλιος.
65 Λιουκίσκω, Θιουίω· τὸ σουνάλλαγμα· Νικαρέτα Θίω
νος τᾶς πόλιος᾽Ερχομενίων κὴ τῶ ἐγγούω Θίωνος
Σουννόμω τὰππάματα δισχείλιη πεντακάτιη
κὴ τῶ τεθμίω ἵστωρ ὁ αὐτός. Λιουκίσκω, ᾽Ομολωϊω·
[τ]ὸ σουνάλλαγμα· Νικαρέτα Θίωνος τᾶς πόλι[ος]
70 ᾽Ερχομενίων κὴ τῶ ἐγγούω Θίωνος Σουννόμω τὰπ
πάματα πετρακισχείλιη κὴ τῶ τεθμίω ἵστωρ
ὁ αὐτός. χρόνος ὁ αὐτός· Νικαρέτα Θίωνος τᾶς πόλιος
᾽[Ε]ρχομενίων κὴ τῶ ἐγγούω Θίωνος Σουννόμω τὰππά
ματα χείλιη κὴ τῶ τεθμίω ἵστωρ ὁ αὐτός. Λιουκίσκ[ω],
[Θε]ιλουθίω· τὸ σουνάλλαγμα·

ἐδάνεισεν Νικαρέτα Θέωνος
Θεσπική, παρόντος αὐτῆι κυ
ρίου τοῦ ἀνδρὸς Δεξίππου Ε[ὐ]
νομίδου, Καφισοδώρωι Δι[ο]
νυσίου, Φιλομήλωι Φίλωνος,
᾽Αθανοδώρωι Ἵππωνος, Πο[λυ]
κρίτωι Θάροπος, καὶ ἐγγύοις
εἰς ἔκτεισιν τοῦ δανείου,
Μνάσων Μέκγαο, Τελεσίας
Μέκγαο, ⟨Ε⟩λασίππωι Ξενοτί
μου, Εὐάρει Εὐχώρου, Περι
λάωι᾽Αναξίωνος, Διονυσο
δώρωι Καφισοδώρου, Κωμί
ναι Τελεσίππου,᾽Ονασίμωι
Θεογείτονος, Καφισοδώρωι
Δαματρίχου, Νικοκλεῖ᾽Αθα
νοδώρου᾽Ορχομενίοις, ἀργυ
ρίου δραχμὰς μυρίας ὀκτα
κισχειλίας ὀκτακοσίας τρι
άκοντα τρεῖς ἄτοκον ἐχ Θεσ
πιῶν εἰς τὰ Παμβοιώτια τὰ ἐ
π᾽᾽Ονασίμου ἄρχοντος Βοιωτοῖ[ς].
ἀποδότωσαν δὲ τὸ δάνειον
οἱ δανεισάμενοι ἢ οἱ ἔγγυ
οι Νικαρέται ἐν τοῖς Πανβοι
ωτίοις πρὸ τῆς θυσίας ἐν ἡμέ
ραις τρισίν. ἐὰν δὲ μὴ ἀποδῶσ[ι],
πραχθήσονται κατὰ τὸν νό
μον· ἡ δὲ πρᾶξις ἔστω ἔκ τε
αὐτῶν τῶν δανεισαμένων
καὶ ἐκ τῶν ἐγγύων, καὶ ἐξ ἑνὸ[ς]
καὶ ἐκ πλειόνων καὶ ἐκ πάν
των, καὶ ἐκ τῶν ὑπαρχόντων
αὐτοῖς, πραττούσηι ὃν ἂν τρό
πον βούληται. ἡ δὲ συγγραφὴ
κυρία ἔστω κἂν ἄλλος ἐπι
φέρηι ὑπὲρ Νικαρέτας. μάρ
τυρες·᾽Αριστογείτων᾽Αρμο
ξένου,᾽Ιθιούδικος᾽Αθανίαο,
῾Ιφιάδας Τιμοκλεῖος, Φαρ
σάλιος Εὐδίκου, Καλλέας Λυ
σιφάντου, Θεόφεστος Θεοδώ
ρου, Εὐξενίδας Φιλώνδου
Θεσπιεῖς. ῾Α σούγγραφος
πὰρ ῾Ιφιάδαν Τιμοκλεῖος.

BIBLIOGRAPHY

Bibliography

Andreyev, V.N. (1974). "Some Aspects of Agrarian Conditions in Attica in the fifth to third centuries BC." *Eirene* 12: 5-46.

Archibald, Z.H., Davies J.K. and V.Gabrielsen, eds. (2011). *The Economis of Hellenistic Societies.* Oxford.

Argoud, G. and P. Roesch, eds. (1985). *La Béotie Antique.* Paris.

Austin, M. (2006). *The Hellenistic World from Alexander to the Roman Conquest: a selection of ancient sources in translation.* Cambridge.

Beasley, T.W. (1902). *Le Cautionnement dans l'ancient Droit Grec.* Paris.

Beauchet, L. (1897). *Histoire du Droit Privé de la République Athénienne.* Paris.

Behrend, D. (1970). *Attische Pachturkunden: ein Beitrag zur Beschreibung der μίσθωσις nach den griechischen Inschriften.* München.

Behrend, D. (1973). Comments on Roesch (1973) in *Akten des VI Internationalen Kongresses für Griechische und Latainische Epigraphik München 1972*. München: 269-270.

Behrend, D. (1990). "Die Pachturkunden der Klytiden," in Nenci and Thür (1990): 231-250.

Bintliff, J., ed. (1997). *Recent Developments in the History and Archaeology of Central Greece. Proceedings of the 6th International Boiotian Conference.* Oxford.

Bintliff, J. and A.Snodgrass. (1985). "The Cambridge/Bradford Boeotian Expedition: The First Four Years". *Journal of Field Archaeology* 12:123-161.

Biscardi, A. (1999). *Scritti di Diritto Greco* a cura di Eva Cantarella e Alberto Maffi. Milan.

Bleckmann, F. (1913). *Griechische Inschriften zur griechischen Staatenkunde.* Bonn.

Boegehold, A. (1995). *The Law Courts at Athens:sites, buildings, equipment, procedure and testimonia.* [= *The Athenian Agora Volume XXVIII*]. New Jersey.

Bogaert, R. (1968). *Banques et Banquiers dans les Cités Grecques*. Leyden.

Bravo, B. (1980). "Sylân: Représailles et Justice Privée contre des Étrangers dans les Cités Grecques," *Annali Scuola Normale Superiore di Pisa* Série III 10: 675-987.

Buck, C.D. (1998). *The Greek Dialects*. Bristol.

Burford, A. (1969). *The Greek Temple Builders at Epidauros: a social and economic study of building in the Asklepian Sanctuary during the fourth and early third centuries BC*. Liverpool.

Canevaro, M. (2013). *The Documents of the Attic Orators: Laws and Decrees in the Public Speeches of the Demosthenic Corpus.* Oxford.

Cantarella, E., ed. (2007). *2005: Vorträge zur griechischen und hellenistischen Rechtsgeschichte (Salerno, 14.-18. September 2005).* Wien.

Carawan, E. (2007). "Oath and Contract," in Sommerstein and Fletcher (2007): 73-80.

Carey, C. (1989). *Lysias: Selected Speeches*. Cambridge.

Carter, D. (2007). "Could a Greek Oath Guarantee a Right? Oaths, Contracts and the Structure of Obligation in Classical Athens," in Sommerstein and Fletcher (2007): 66-72.

Cartledge, P., Millett P. and S.von Reden, eds. (1998). *Kosmos: Essays in Order, Conflict and Community in Classical Athens*. Cambridge.

Caskey, L.D. (1927). *The Erechtheum*. Cambridge, Mass.

Cassayre, A. (2010). *La Justice dans les cites grecques de la formation des royaumes hellénistiques au legs d'Attale.* Rennes.

Cassayre, A. (internet). *La Justice sur les Pierres: Recueil d'inscriptions à caractère juridique des cités grecques à l'époque hellénistique*. http://pascal.delahaye1.free.fr/aude.cassayre/RECUEIL.pdf.

Chandezon, C. (2003). *L'élévage en Grèce (fin Ve – fin Ier s.a.C): l'apport des sources épigraphiques*. Bordeaux.

Chaniotis, A. (1996). *Die Verträge zwischen kretischen Poleis in der hellenistischen Zeit*. Stuttgart.

Chankowski, V. (2008). *Athènes et Délos à l'époque classique: recherches sur l'administration du sanctuaire d'Apollon délien.* Paris.

Clinton, K. (1980). "A Law in the City Eleusinion Concerning the Mysteries," *Hesperia* 49: 258-288.

Clinton, K. (1998). "The Macedonians at Eleusis in the 280's BC," *American Journal of Archaeology* 102: 388.

Colin, G. (1897). "Inscriptions de Thespies," *Bulletin de Correspondence Hellénique* 21: 551-571.

Coupry, J. (1959). "Inscriptions de Delos: Actes Administratifs du temps de l'Amphictyonie Attico-Delienne (V^{e} - IV^{e} s.)," in *Atti del terzo congresso internazionale de epigrafia Greca e Latina*. Rome: 55-69.

Dareste, R., Haussoullier, B. and T.Reinach. (1891). *Recueil des Inscriptions Juridiques Grecques: Texte Traduction Commentaire*. Paris.

Darmezin, L. (1999). *Les Affranchissements par Consécrations en Béotie et dans le Monde Grec Hellénistique*. Nancy.

Davies, J.K. (1971). *Athenian Propertied Families 600-300 BC.* Oxford.

Davies, J.K. (1984). *Wealth and the Power of Wealth in Classical Athens*. Salem New Hampshire.

Davis, P.H. (1936). "An Eleusinian Building Contract," in *Classical Studies presented to Edward Capps on his seventieth birthday.* Princeton: 86-89.

Davis, P.H. (1937). "The Delian Building Contracts," *Bulletin de Correspondence Hellénique* 61: 109-135.

De Ridder, A. (1896). "Devis de Libadie," *Bulletin de Correspondence Hellénique* 20: 318-331.

De Sanctis, G. (1925). "Epigraphi," *Rivista di Filologica e di Istruzione Classica* N.S. III: 63-60.

Develin, R. (1989). *Athenian Officials, 684-321BC*. Cambridge.

Diggle, J. (2004). *Theophrastus Characters. Edited with introduction, translation and commentary*. Cambridge.

Dignas, B. (2002). *Economy of the Sacred in Hellenistic and Roman Asia Minor*. Oxford

Dössel, A. (2003). *Die Beilegung innerstaatlicher Konflikte in den griechischen Poleis vom 5.-3. Jahrhundert v. Chr.* Frankfurt.

Drerup, E. (1898). "Über die bei den attischen Rednern eingelegten Urkunden," *Neue Jahrb. F. Philol*. Suppl. XXIV: 223-365.

Durrbach, F. (1905). "Fouilles de Délos," *Bulletin de Correspondence Hellénique* 29: 417-573.

Durrbach, F. (1911). "Fouilles de Délos," *Bulletin de Correspondence Hellénique* 35: 5-86.

Durrbach, F. (1919). "La ἱερὰ συγγρφή de Délos," *Revue des etudes grecques* 32:167-178.

Engelman, H. and Knibbe, D. (1989). “Das Zollgesetz der Provinz Asia: eine neue Inschrift aus Ephesos,” *Epigraphica Anatolica* 14.

Erdas, D. (2010). “Il ricorso ai garanti solvibili nei documenti Ateniesi di età classica,” in Magnetto, Erdas and Carusi (2010):187-212.

Étienne, R. and D.Knoepfler. (1976). *Hyettos de Béotie et la Chronologie des Archontes Fédéraux entre 250 et 171 avant J.-C.* [= *Bulletin de Correspondence Hellénique Suppl. 3*]. Paris.

Fabricius, E. (1882). "Der Baukontrakt aus Delos CIG 2266," *Hermes* 17: 1-23.

Faraguna, M. (1992). *Atene nell’età di Alessandro: problemi politici, economici, finanziari*. Rome.

Faraguna, M. (1997). “Registrazioni catastali nel mondo Greco: il caso di Atene.” Athenaeum NS 85: 7-33.

Faraguna, M. (2000). "A proposito degli archivi nel mondo greco: terra e registrazioni fondiarie," *Chiron* 30: 65-115.

Faraguna, M. (2005). "Scrittura e amministrazione nelle città greche: gli archivi pubblici," *Quaderni di Cultura Classica* NS 80 No 2: 61-86.

Faraguna, M. (2010). “Il sistema degli appalti publici ad Atene nel IV sec. A.C. e la Legge di Agirrio,” in Magnetto, Erdas and Carusi (2010):129-148.

Feyel, C. (2006). *Les Artisans dans les sanctuaires grecs aux époques classique et hellénistique à travers la documentation financiére en Grèce*. Athens.

Feyel, C. and F.Prost. (1998). "Un règlement délien," *Bulletin de Correspondence Hellénique* 122: 455-468.

Feyel, M. (1936a). "Études d'épigraphie béotienne," *Bulletin de Correspondence Hellénique* 60: 175-183.

Feyel, M. (1936b). "Études d'épigraphie béotienne II (suite)," *Bulletin de Correspondence Hellénique* 60: 389-415.

Feyel, M. (1937). "Études d'épigraphie béotienne," *Bulletin de Correspondence Hellénique* 61: 217-235.

Feyel, M. (1941). "Sur un contrat d'entreprise trouvé à Délos," *Revue des Études Anciennes* 43:158-162

Fine, J.V.A. (1951). “Horoi: Studies in Mortgage, Real Security, and Land Tenure in Ancient Athens,” *Hesperia Supplements Vol.9.* Baltimore.

Finley, M.I. (1952). *Studies in Land and Credit in Ancient Athens 500-200 BC: the Horos Inscriptions.* New Brunswick.

Finley, M.I. (1975). *The Use and Abuse of History*. London.

Finley, M.I. (1985). *Studies in Land and Credit in Ancient Athens 500-200 BC: the Horos Inscriptions with a new introduction by Paul Millett*. New Brunswick.

Fisher, N.R.E. (2001). *Aeschines: Against Timarchos: Introduction, Translation and Commentary*. Oxford.

Fossey, J.M. (1988). *Topography and Population of Ancient Boiotia.* Chicago

Fossey, J.M. and J.Morin, eds. (1994). *Boeotia Antiqua 4, Proceedings of the 7th International Congress on Boiotian Studies.* Amsterdam.

Foucart, P-F. (1880). “Inscription d’Éleusis du Ve siècle,” *Bulletin de Correspondence Hellénique* 4: 225-256.

Foucart, P-F. (1885). "Inscriptions de Béotie," *Bulletin de Correspondence Hellénique* 9: 403-433.

Fournier, J. (2010). *Entre tutelle romaine et autonomie civique. L’administation judiciaire dans les provinces hellénophones de l’Empire romain.* Athens.

Fraser,P.M. and E.Matthews, eds. 1987. *A Lexicon of Greek Personal Names. Vol. I: The Aegean Islands, Cyprus, Cyrenaica.* Oxford.

Fraser,P.M., and E.Matthews; M.J.Osborne and S.G.Byrne, eds. 1994. *A Lexicon of Greek Personal Names. Vol. II: Attica.* Oxford.

Fraser,P.M. and E.Matthews, eds. 2000. *A Lexicon of Greek Personal Names. Vol. IIIB: Central Greece: from the Megarid to Thessaly.* Oxford.

Fröhlich. P. (2004). *Les cités grecques et le contrôle des magistrats (IVe - Ier siècle avant J.-C.)*. Geneva.

Gabrielsen, V. (1994). *Financing the Athenian Fleet: Public Taxation and Social Relations*. Baltimore.

Gagarin, M. (2005). “The Unity of Greek Law,” in Gagarin and Cohen (2005):29-40.

Gagarin, M. and D. Cohen, eds. (2005). *The Cambridge Companion to Ancient Greek Law*. Cambridge.

Gagarin, M. and P. Pearlman, eds. (forthcoming). *Greek Law in the Twenty-First Century*. Austin Texas.

Garland, R. (1987). *The Piraeus*. London.

Gauthier, P. (1972). *Symbola: les étrangers et la justice dans les cités grecques*. Nancy.

Gauthier, P. (1976). *Un Commentaire Historique des Poroi de Xenephon.* Paris.

Gauthier, P. (1977). “Ventes Publiques de Bois et de Charbon à Délos,” *Bulletin de Correspondence Hellénique* 101:203-208.

Gauthier, P. (1985). *Les Cités Grecques et leurs Bienfaiteurs (IVe-1er siècle avant J.-C.): Contribution à l’histoire des institutions.* [= *Bulletin de Correspondence Héllenique Supplement 12*]. Paris.

Gauthier, P. (1988). Review of Thür (1985). *Revue des etudes grecques* 101:358 no. 403.

Gauthier, P. and M.B.Hatzopoulos. (1993). *La Loi Gymnasiarchique de Beroia*. Athens.

Glotz, . G. (1916). “L’histoire de Délos d’après les prix d’une denrée,” *Revue des Études Grecques* 29:281-325.

Glotz, G. (1920). "Note sur les archontes déliens, de 314 à 302,” *Bulletin de Correspondence Hellénique* 44: 362-366.

Grainger, J.D. (1999). *The League of the Aitolians.* Leiden.

Grainger, J.D. (2000). *Aitolian Prosopographical Studies*. Leiden.

Hansen, M.H. (1976). *Apagoge, Endeixis and Ephegesis against Kakourgoi, Atimoi and Pheugontes. A Study in the Athenian Administration of Justice in the Fourth Century BC.* Odense.

Hansen, M.H. (1981). “Initiative and Decision: the Separation of Powers in Fourth-Century Athens,” *Greek Roman and Byzantine Studies* 22(4):345-370.

Hansen, M.H. (1982). "*Atimia* in Consequence of Private Debts," in Modrzejewski and Liebs (1982):113-120.

Hansen, M.H. (1999). *The Athenian Democracy in the Age of Demosthenes*. Second Edition. London.

Hansen, M.H. (2006). *The Shotgun Method: The Demography of the Ancient Greek City-State Culture.* Columbia, Missouri.

Harris, E.M. (1992). "Women and Lending in Athenian Society. A "Horos" Re-Examined," *Phoenix* 46 (4):309-321.

Harris, E.M. (2006). *Democracy and the Rule of Law in Classical Athens: Essays on Law, Society, and Politics.* Cambridge.

Harris, E.M. (2007). "Who Enforced the Law in Classical Athens?" in Cantarella (2007):159-176.

Harris, E.M. and K.Tuite. (2000). "Notes on a "Horos" from the Athenian Agora," *Zeitschrift für Papyrologie und Epigraphik* 131: 101-105.

Harrison, A.R.W. (1968-1971). *The Law of Athens*. Oxford.

Haussoullier, B. (1898). "Notes Épigraphiques," *Revue de Philologie* 22:354-363.

Hellmann, M.C. (1999). *Choix d'inscriptions architecturales grecques*. Lyon.

Hennig, D. (1983) "Die heiligen Häuser von Delos," *Chiron* 13: 411-495.

Holland, L.B and P.Davis. (1934) "The Porch-Ceiling of the Temple of Apollo on Delos," *American Journal of Archaeology* 38:71-80.

Holleaux, M. (1938). *Études D'Épigraphie et D'Histoire Grecques.* Volume I. Paris.

Homolle, Th. (1882). "Comptes des Hiéropes du temple d'Apollon Délien," *Bulletin de Correspondence Hellénique* 6: 1-167.

Homolle, Th. (1890). "Comptes et inventaires des temples déliens en l'année 279," *Bulletin de Correspondence Hellénique* 14: 389-511.

Horster, M. (2004). *Landbestiz griechischer Heiligtümer in archaischer und klassischer Zeit*. Berlin.

Humphries, S.C. (1987). "Law Custom and Culture in Herodotus," *Arethusa* 20: 211-220.

Hunter, V. (1997). "The Prison of Athens: A Comparative Perspective," Phoenix 51:296-326.

Hunter, V. (2000). "Policing Public Debtors in Athens," *Phoenix* 54: 21-38.

Isager, S. (1983). *Forpagtning af jord og bygninger I Athen*. Copenhagen.

Jannoray, J. (1940). "Nouvelles inscriptions de Lébadée," *Bulletin de Correspondence Hellénique* 64-65: 36-59.

Jardé, A. (1925). *Les Céréales dans l'antiquité grecque: La production.* Paris

Jeppesen, K. (1958). *Paradeigmata: three mid-fourth century main works of Hellenic architecture, reconsidered*. Aarhus.

Jordan, B. (1975). *The Athenian Navy in the Classical Period: a study of Athenian naval administration and military organisation in the fifth and fourth centuries BC*. Berkeley.

Jördens, A. (1999). "IG II^2 1682 und die Baugeschichte des eleusinischen Telesterion im 4. Jh. v. Chr.," Klio 81 359-391.

Kahrstedt, U. (1936). *Untersuchen zur Magistratur in Athen: Studien zum öffentlichen Recht Athens. Teil II.* Stuttgart.

Kalcyk,H., Gullath,B. and A.Graeber, eds. (1986). *Studien zur alten Geschichte: Siegfried Lauffer zum 70. Geburtstag am 4. August 1981 dargebracht von Freunden, Kollegen und Schülern.* Rome.

Kent, J.H. (1939). "Notes on the Delian Farm Accounts," *Bulletin de Correspondence Hellénique* 63: 232-245.

Kent, J.H. (1948). "The Temple Estates of Delos, Rheneia and Mykonos," *Hesperia* 17: 243-338.

Knoepfler, D., ed. (1988). *Comptes et Inventaires dans la cité grecque: Actes du colloque international d'épigraphie tenu à Neuchatel du 23 au 26 septembre 1986 en l'honneur de Jacques Tréheux.* Geneva.

Knoepfler, D. (1992). "Recherches sur l'épigraphie de la Béotoe," *Chiron* 22: 411-503.

Koerner, R. (1993). *Inschriftliche Gesetztexte der frühen griechischen Polis*. Wien.

Kühner, R. and B.Gerth. (1898-1904). *Ausführliche Grammatik der griechischen Sprache. Zweiter Teil: Satzlehre. Dritte Auflage in zwei Banden.* Hannover und Leipzig.

Lacroix, M. (1932). "Les étrangers à Délos pendant la période de l'indépendance," in *Mélanges Gustave Glotz*. Paris:Vol.II.501-525.

Lalonde, G.V., Langdon, M.K. and M.B.Walbank. (1991). *The Athenian agora: results of excavations conducted by the American School at Athens. Volume XIX. Inscriptions: horoi, poletai records, leases of public lands.* Princeton.

Lambert, S.D. (1997). *Rationes Centesimarum: Sales of Public Land in Lykourgan Athens.* Amsterdam.

Lambert, S.D. (2001). "Ten Notes on Attic Inscriptions," *Zeitschrift für Papyrologie und Epigraphik* 135: 51-62.

Lambert, S.D. (2002). "Afterwords," *Zeitschrift für Papyrologie und Epigraphik* 141: 122-124.

Langdon, M.K. (1987). "An Attic Decree Concerning Oropos," *Hesperia* 56: 47-58.

Langdon, M.K. (1991). "Poletai Records," in Lalonde, Langdon and Walbank (1991): 55-69.

Larsen, J.A.O. (1957). "Lycia and Greel Federal Citizenship," *Symbolae Osloensis* 33:1-26.

Larsen, J.A.O. (1968). *Greek Federal States.* Oxford.

Latterman, H. (1910). "Zur Topographie des Amphiareions bei Oropos," *Athenische Miteilungen* 35:81-102.

Legras, B. and G.Thür. (2012). *Symposion 2011: Vorträge zur griechischen und hellenistischen Rechtsgeschichte (Paris, 7-10. September 2011)*. Köln/Wien.

Lewis, D.M. (1954). "Notes on Attic Inscriptions," *Annual of the British School at Athens* 49: 17-50.

Lewis, D.M. (1959). "Law on the Lesser Panathenaia," *Hesperia* 28: 239-247.

Lewis, D.M. (1960). "Apollo Delios," *Annual of the British School at Athens* 55: 190-194.

Lewis, D.M. (1990). "Public Property in the City," in Murray and Price (1990): 245-263.

Linders, T. (1975). *The Treasurers of the Other Gods in Athens and their Functions.* Meisenheim am Glan.

Linders, T. (1988). "The Purpose of Inventories: a close reading of the Delian inventories of the Independence," in Knoepfler (1988): 37-47.

Lipsius, J.H. (1905-1915). *Das attische Recht und Rechtsverfahren mit Benutzung des attischen Processes*. Leipzig.

Loring, W. (1895). "Four Fragmentary Inscriptions," *Journal of Hellenic Studies* 15: 90-92.

Lévy, E., ed. (2000). *La Codification des lois dans l,antiquité*. Paris

MacDowell, D.M. (1962). *Andokides: On the Mysteries*. Oxford

MacDowell, D.M. (1978). *The Law in Classical Athens*. London.

MacDowell, D.M. (1994). "The case of the Rude Soldier," in Thür (1994):153-164.

MacDowell, D.M. (2004). *Demosthenes, Speeches 27-38*. Texas.

MacDowell, D.M. (2009). *Demosthenes the Orator*. Oxford.

Mackil, E. (2013). *Creating a Common Polity: Religion, Economy and Politics in the Making of the Greek Koinon.* Berkeley.

Maffi, A. (1982). "τὰ ἱερὰ καὶ τὰ ὅσια. Contributo allo studio della terminologia giuridico-sacrale greca," in Modrzejewski and Liebs (1982): 33-53.

Maier, F.G. (1959-1961). *Griechische Mauerbauinschriften*. Heidelberg.

Magnetto, A., Erdas, D. and C.Carusi, eds. (2010). *Nuove Ricerche sulla Legge Granaria Atenese del 374/3 A.C.* Pisa.

Marek, C. (1984). *Die Proxenie*. Frankfurt.

Meritt, B.D. (1935). "Greek Inscriptions," *Hesperia* 4: 525-585.

Meritt, B.D. (1936). "Greek Inscriptions," *Hesperia* 5: 355-430.

Meritt, B.D. (1940). "Greek Inscriptions," *Hesperia* 9: 53-96.

Meritt, B.D. (1946). "Greek Inscriptions," *Hesperia* 15: 169-253.

Meritt, B.D. (1960). "Greek Inscriptions," *Hesperia* 29: 1-77.

Michel, C. (1900). *Recueil d'inscriptions grecques*. Paris.

Michel, C. (1927). *Recueil d'inscriptions grecques.* Supplément. Paris.

Migeotte, L. (1984). *L'emprunt public dans les cités grecques: recueil des documents et analyse critique.* Paris.

Millett, P. (1991). *Lending and Borrowing in Ancient Athens*. Cambridge.

Mitchel, F.W. (1964). "Derkylos of Hagnous and the Date of IG II [2] 1187," *Hesperia* 33: 337-351.

Mitchel, F.W. (1970). *Lykourgan Athens:338-332*. Cincinnati.

Modrzejewski, J. and D.Liebs, eds. (1982). *Symposion 1977: Vorträge zur griechischen und hellenistischen Rechtsgeschichte (Chantilly 1.-4. Juni 1977).* Köln/Wien.

Molinier, S. (1914). *Les Maisons Sacrées de Délos au temps de l'indépendence de l'île 315-166/5 av. J-C*. Paris.

Müller, C. (2011). "Autopsy of a Crisis: Wealth, Protogenes, and the City of Olbia inc200BC," in Archibald, Davies and Gabrielsen (2011):324-344.

Murray, O. and S. Price, eds. (1990). *The Greek City from Homer to Alexander*. Oxford.

Nenci, G. and G.Thür, eds. (1990). *Symposion 1988: Vorträge zur griechischen und hellenistischen Rechtsgeschichte*. Köln/Wien.

Osborne, R. (1985). "Law in Action in Classical Athens," *Journal of Hellenic Studies* 105: 40-58.

Osborne, R. (1985) (2). "The Land-Leases from Hellenistic Thespiai: a re-examination," in Argoud and Roesch (1985): 317-323.

Osborne, R. (1988). "Social and Economic Implications of the Leasing of Land and Property in Classical and Hellenistic Greece," *Chiron* 18: 279-323.

Papazarkadas, N. (2011). *Sacred and Public Land in Ancient Athens.* Oxford.

Papazarkadas, N., ed. (2014). *The Epigraphy and History of Boeotia: new finds, new prospects.* Leiden.

Partsch, J. (1909). *Griechisches Bürgschaftsrecht. Teil I: Das Recht des altgriechischen Gemeindstaats*. Leipzig and Berlin.

Peek, W. (1942). "Attische Inschriften," *Athenische Mitteilungen* 67: 1-229.

Pernin, I. (2014). *Les Baux Ruraux en Grèce Ancienne: Corpus Épigraphique et Étude.* Lyon.

Piérart, M. (2000). "Qui étaient les nomothètes à Athènes à l'époque de Démosthène?" in Lévy (2000): 229-256.

Pitt, R. (2014). "Just as It Has Been Written: Inscribing Building Contracts at Lebadeia," in Papazarkadas (2014): 373-394.

Plassart, A. (1935). "Locations de Domaines Sacrées à Thespies," in *Mélanges offerts à m. Octave Navarre par ses élèves st ses amis.* Toulouse: 339-360.

Prêtre, C., and others. (2002). *Nouveau choix d'inscriptions de Délos: Lois, comptes et inventaires*. Athens.

Prignitz, S. (2014). *Bauprogramm von Epidauros (400-350): Asklepiostempel, Tholos, Kultbild, Brunnenhaus.* München.

Pritchett, K. (1946) "Greek Inscriptions," *Hesperia* 15: 138-165.

Reger, G. (1991). "Apollodoros of Cyzicus and His Delian Garden," *Greek, Roman and Byzantine Studies* 32: 229-337.

Reger, G. (1994). *Regionalism and Change in the Economy of Independent Delos*. Berkeley.

Rhodes, P.J. (1972). *The Athenian Boule*. Oxford.

Rhodes, P.J. (1984). *Aristotle: The Athenian Constitution: Translated with Introduction and Notes*. London.

Rhodes, P.J. (1991). "The Athenian Code of Laws, 410-399BC," *Journal of Hellenic Studies* 11: 87-100.

Rhodes, P.J. (1992). *A Commentary on the Aristotelian Athenaion Politeia.* Oxford.

Rhodes, P.J. (1998). "Enmity in fourth century Athens," in Cartledge, Millett and von Reden (1998): 144-161.

Rhodes, P.J. (2001). "Public Documents in the Greek States," *Greece & Rome* 48: 33-44 and 136-153.

Rhodes, P.J. with D.M.Lewis. (1997). *The Decrees of the Greek States.* Oxford

Rhodes, P.J. and R.Osborne. (2003). *Greek Historical Inscriptions 404-323BC.* Oxford.

Rigsby, K.J. (1996). *Asylia: Territorial Inviolability in the Hellenistic World.* Berkeley.

Robert, L. (1960). *Hellenica: Recueil d'épigraphie, de numismatique et d'antiquités grecques. Volume XI-XII.* Paris.

Robert, L. (1960). "Sur une loi d'Athènes relative au Petites Panathénées," in Robert (1940):189-203.

Roesch, P. (1965). *Thespies et la confédération Béotienne*. Paris.

Roesch, P. (1973). “Pouvoir Fédéral et vie économique des cités dans la Béotie hellénistique” in *Akten des VI Internationalen Kongresses für Griechische und Latainische Epigraphik München 1972*. München: 259-269.

Roesch, P. (1982). *Études Béotiennes*. Paris

†Roesch, P (2009). *Les Inscriptions de Thespies* (electronic edition assembled by Gilbert Argoud, Albert Schachter and Guy Vottéro and published under the aegis of the UMR 5189 – HISOMA (Histoire et Sources des Mondes Antiques) Maison de l’Orient et de la Méditerranée Jean Pouilloux 2007 (Révision 2009)). Lyon.

Rousset, D. (2013). “Sacred Property and Public Property in the Greek City,” *Journal of Hellenic Studies* 133: 113-133.

Roux, G. (1960). “Le devis de Livadie et le temple de Zeus Basileus,” *Museum Helveticum* 17:175-184.

Rubinstein, L. (2010). “Praxis: the enforcement of penalties in the late classical and early hellenistic periods,” in Thür (2010):193-215.

Rubinstein, L. (2012). “Individual and Collective Liabilities of Boards of Officials in the Late Classical and Early Hellenistic Period.” In Legras and Thür (2012):329-354.

Rubinstein, L. (forthcoming). “Summary fines in Greek inscriptions and the question of 'Greek Law',” in Gagarin and Pearlman (forthcoming).

Rupprecht, H.-A., ed. (2006). *Symposion 2003: Vortrage zur griechischen und hellenistischen Rechtsgeschichte (Rauischholzhausen 30. September – 3. Oktober 2003)*. Köln/Wien.

Ryan, F.X. (1994). “The Original Date of the δῆμος πληθύων provisions of IG I [3] 105,” *Journal of Hellenic Studies* 114: 120-134.

Samuel, D.H., ed. (1970). *Proceedings of the Twelfth International Congress of Papyrology*. Toronto.

Scafuro, A.C. (2006). “Magistrates with Hegemony in the Courts of Athens,” in Rupprecht (2006): 27-51.

Schaefer, A (1885-1887). *Demoshenes und seine Zeit.* Leipzig.

Schmitt, H.H. (1960). *Die Staatsverträge des Altertums. Dritter Band: Die Verträge der griechisch-römischen Welt von 338 bis 200 v.Chr.* Munich.

Scholten, J.B. (2000). *The Politics of Plunder: Aitolians and their Koinon in the early Hellenistic Era 279-217 BC*. Berkeley.

Schwenk, C.J. (1985). *Athens in the Age of Alexander: the dated laws & decrees of the Lykourgan Era 338-3232BC*. Chicago.

Shipton, K. (2000). *Leasing and Lending: the Cash Economy in Fourth Century BC Athens*. London.

Snodgrass, A.M. 1997. “Classical Boiotia: a suitable case for study,” in Bintliff (1997): 183-188.

Sokolowski, F. (1969). *Lois sacrées des cités grecques*. Paris.

Sommerstein, A.H. and J. Fletcher, eds. (2007). *Horkos: the Oath in Greek Society*. Bristol.

Taylor, M.C. (1997). *Salamis and the Salaminioi: the History of an Unofficial Athenian Demos*. Amsterdam.

Stroud, R.S. (1998). *The Athenian Grain Tax Law of 374/3BC*. [= *Hesperia Supplement 29*]

Thomsen, R. (1964). *Eisphora: a study of direct taxation in ancient Athens*. Copenhagen.

Thür, G. (1984). “Bemerkungen zum altgriechischen Werkvertrag (die Bauvergabeordnung aus Tegea. IG V/2 6A),” in *Studi in onore di Arnaldo Biscardi*. Milan: 471-514.

Thür, G. (1985). “Prozessrechtliches in der Mauerbauinschrift IG II [2] 244,” in *Lebendige Altertumswissenschaft: Festgabe zur Vollendung des 70. Lebensjahres von Hermann Vetters*. Wien: 66-69.

Thür, G. ed. (1994). *Symposion 1993: Vortrage zur griechischen und hellenistichen Rechtsgeschichte (Graz-Andritz, 12-16 September 1993)*. Köln/Wien.

Thür, G. (2002). “Entscheidung in Bausachen aus Kerkyra (IG IX 1[2] 4 794),” *Zeitschrift der Savigny-Stiftung für Rechtsgeschichte* 119: 326-339.

Thür, G. (2006). “Die Einheit des ‘Griechischen Rechts’: Gedanken zum Prozessrecht in den griechischen Poleis,” *Dike* 9: 23-62.

Thür, G. ed. (2010). *Symposion 2009: Vorträge zur griechischen und hellenistischen Rechtsgeshichte (Seggau, 25.-30. August 2009)*. Köln/Wien.

Thür, G. (2010a). “How to Lease an Orphan’s Estate in Classical Athens,” *Annals FLB – Belgrade Law Review* 58: 7-19.

Thür, G. and H.Taeuber. (1994). *Prozessrechtliche Inschriften der griechischen Poleis: Arkadien*. Wien.

Todd, S.C. (1993). *The Shape of Athenian Law.* Oxford.

Todd, S.C. (2000). *Lysias (Transalated with introduction)*. Austin Texas.

Tréheux, J. (1944-1945). “Études d’épigraphie délienne,” *Bulletin de Correspondence Hellénique* 68-69: 271-295.

Tréheux, J. (1965). “Études sur les inventaires attiques,” in *Études d’archéologie classique III. Ouvrage publié avec le concours du Centre National de Recherche Scientifique.* Paris: 3-85.

Trevett, J. (1992). *Apollodoros son of Pasion.* Oxford

Turner, L. A. (1994) “IG VII 3073 and the display of inscribed texts,” in Fossey and Morin (1994): 17-30.

Vallois, R. (1931). “Les strophes mutilées du péan de Philodamos,” *Bulletin de Correspondence Héllenique* 55: 241-364.

Velissaropoulos-Karakostas, J. (2011). *Droit Grec d'Alexandre à Auguste (323 av.J.-C. - 14 ap.J.-C.) Personnes - Biens - Justice*. Athens.

Vial, C. (1985). *Délos Indépendante.* [= *Bulletin de Correspondence Héllenique Supplement 10*]. Paris.

Vial, C. (1997). “Délos Indépendante treize ans après,” *Revue des Études Anciennes* 99:337-343.

Vollgraff, W. (1901). “Inscriptions de Béotie,” *Bulletin de Correspondence Héllenique* 25: 359-378.

Walbank, M.B. (1982). “The Confiscation and Sale by the Poletai in 402/1 BC of the Property of the Thirty Tyrants.” *Hesperia* 51: 74-98.

Walbank, M.B. (1983a). “Leases of Sacred Properties in Attica Part I,” *Hesperia* 52: 100-135.

Walbank, M.B. (1983b). “Leases of Sacred Properties in Attica Part II,” *Hesperia* 52: 177-199.

Walbank, M.B. (1983c). “Leases of Sacred Properties in Attica Part III,” *Hesperia* 52: 200-206.

Walbank, M.B. (1983d). “Leases of Sacred Properties in Attica Part IV,” *Hesperia* 52: 207-231.

Walbank, M.B. (1984). “Leases of Sacred Property In Attica - Part V,” *Hesperia* 53: 361-368.

Walbank, M.B. (1991). “The Leasing of Public Lands in Attica and in Territories Controlled by Athens,” in Lalonde, Langdon and Walbank (1991): 149-169.

Walbank, M.B. (1995). “Sales of Property in Attica: New Readings in IG II [2] 1593,” *Zeitschrift für Papyrologie und Epigraphik* 107: 69-72.

Walser, A.B. (2008). *Bauern und Zinsnehmer: Politik, Recht und Wirtschaft im frühhellenistischen Ephesos.* München.

Wheeler, J.R. (1887). “An Attic Decree, the Sanctuary of Kodros,” *The American Journal of Archaeology and of the History of the Fine Arts* 3: 38-49.

Whitehead, D (1986). *The Demes of Attica 508/7 – ca 250 BC: A Political and Social Study*. Princeton.

Wilhelm, A. (1897). “Bauinschrift aus Lebadeia,” *Athenische Mitteilungen* 22: 179-182.

Wittenburg, A. (1986). “Texte und Bemerkungen zum Werkvertrag bei den Griechen,” in Kalcyk, Gullath and Graeber (1986): Vol III 1079-1088.

Wolff, H.J. (1966). *Die Attische Paragraphe: ein Beitrag zum Problem der Auflockerung archaisher Prozessformen.* Weimar

Wolff, H.J. (1970). “Some observations on Praxis,” in Samuel (1970): 527-535.

Wolff, H.J., ed. (1975a). *Symposion 1971: Vorträge zur griechischen und hellenistischen Rechtsgeschichte.* Köln/Wien.

Wolff, H.J. (1975b). “Juristische Gräzistik – Aufgaben, Probleme, Möglichkeiten,” in Wolff (1975a):1-22.

Woodhead, A.G. (1997). *Inscriptions: the Decrees*. [=*The Athenian Agora Vol XVI*]. Princeton.

Wycherley, R.E. (1960), “Neleion,” *Annual of the British School at Athens* 55: 60-66.

Ziebarth, E. (1926). "Die ἱερὰ συγγραφή von Delos," *Hermes* 61: 87-109.