

*To Monsieur S. Reinach*

*With compliments of W.H.B.*

*19.5.19-*

# DOCUMENTS FROM MYLASA

BY

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## DOCUMENTS FROM MYLASA.

THE notable series of legal documents from Mylasa and her small neighbour Olymos, which show how the landed investments of Carian temples were dealt with at the beginning of the second quarter of the first century B.C.,<sup>1</sup> have lately been somewhat neglected by scholars. Boeckh made a good beginning (*C.I.G.* 2693e, 2694), but Waddington was the first to edit and to explain these inscriptions intelligibly (*L.B.W.* iii. 323-416). Judeich made, in 1889-90, a valuable revision of Waddington's principal texts, besides contributing several new ones of his own (*Ath. Mitt.* xiv. pp. 367 f.; xv. pp. 259 f.). In 1891 Dareste, Haussoullier, and Reinach (*Inscr. jurid. gr.* i., p. 242-49) edited, with translations and commentary, the important documents copied in 1881 and 1888 by Hauvette-Besnault and Dubois (*B.C.H.* v. pp. 108-119) and by Cousin and Diehl (*B.C.H.* xii. p. 30). A number of new fragments were published without commentary by Hula and Szanto in 1895 (*Wien. S. Ber.* 132. ii. pp. 1 f.) and by G. Cousin in 1898 (*B.C.H.* xxii. pp. 380-402; 421-439).

For the past twenty years, however, little work has been done in this field. The close relationship between several pairs of the published fragments does not appear to have been noticed, and the correction needed by some texts in the light of more recent research has not been undertaken.

The present paper attempts to restore a few documents and to suggest emendations of others belonging to this series. Of the following texts I., II., III., V., VI., which are pieced together out of fragments long since known but hitherto unconnected, may to a certain extent be regarded as new; IV., VII., VIII. and the reprint of *L.B.W.* 325 on p. 195 are emended versions of texts already published but imperfectly restored. IX. is a note on *L.B.W.* 393.

<sup>1</sup> Waddington on *L.B.W.* 409, and Cousin, *B.C.H.* xxii. p. 433, give the reasons for fixing the date about 76 B.C.

## I.

Two fragments: A, found at Mylasa, *B.C.H.* xxii. 1898, p. 381, n. 21; epigraphic copy, including a parallel column which is here omitted; B, found near the site of Olymos, *Wien. S. Ber.* 132, 1895, ii. p. 4, n. 1; text in minuscule only. No epigraphic copy of the whole inscription can here be given.

Though A and B are now separated by a journey of  $1\frac{1}{2}$  hours and exact particulars are lacking as to their script, there can be no doubt that both are parts of one and the same document. The stones on which they are engraved were originally built side by side into the wall of the temple or precinct at Olymos, and the chipping of the edges along the vertical joint between the stones has caused the loss in each line of 12 to 14 letters. A similar fate befell L.B.W. 323-4, which were long regarded<sup>1</sup> as the remains of two separate documents until Waddington saw that they form but a single one, and showed that a few letters only are missing between the right side of 323 and the left side of 324. His edition of that text supplies the key to the restoration of ours. For the sake of easy comparison, and in order to suggest a few emendations, L.B.W. 323-4 are therefore reprinted below under VII.

Our upper document (*a*) contains the final clauses of a *διεγγύησις* guaranteeing a lease under which the rent was payable in five instalments, the first being due at the beginning of the lease, while the four others payable annually thereafter were guaranteed by Diokles as surety. The similar ending of another *διεγγύησις*, from which the above restorations are borrowed, occurs in II. *γ* below. I owe in part to M. Haussoullier the restoration of l. 1.

That our fragments I. *a* and II. *γ* each belong to a *διεγγύησις* appears from their appendices naming the respective *ἔγγυοι*, for the only other document of the Mylasa series possessing such an appendix is our *διεγγύησις* VI. *β*.

The lower inscription (*β*) is a guarantee (*διεγγύησις*) by the Olymos commissioners for purchasing and letting the public lands (usually termed *κτηματῶναι* or *μισθωταί*) of the payment by Diogenes, priest of Eros, of

<sup>1</sup> E.g. by Froehner (*Inscr. gr. du Louvre*, 1865), who restores them separately as his Nos. 52 and 54.

I.  
(Fragment A)

## (Fragment B)

## (α)

π[οι]ησάμενος καταβολὰς πέντε, τὴν μὲν πρώτην ἦν ἔφασαν] ἀπέχ[ε]ιν οἱ προ[γε]γραμμένοι ταμίαι ἅμα τῆι μισθώσει, τὰς δὲ λοι-  
 (πὰ)ς ἀπὸ τοῦ εἰσιόντος σ[τεφανηφόρου] ἐφ' ἔτη τ[έσσαρα] καθ' ἕκαστον ἔτος ἐμ μηνὶ Ξανδικῶν· εἰ δὲ μὴ [διορθώσῃται, πράξουσιν οἱ ταμίαι  
 κατὰ τὸν πωλητικὸν νόμον [καὶ τὰ ἄλλα πάντα ὑ]πάρξει αὐτῶι καθότι τὸ ψήφισμα τοῦ δήμου καὶ ἡ γεγ[ενημένη] μίσθωσις περιέχει.  
 ἔγγυος τῶν ὑπολοίπων τεσσά[ρων] καταβολῶν τοῦ] ἕκ τῆς μισθώσεως ἀργυρίου Διοκλῆς Ἀριστίππου Παρεμβωρδεύς.

## (β)

- 5 Ἐπὶ στεφανηφόρου Μέλανο[ς] . . . . .]ου μηνὸς Δίου τρίτη ἐπὶ δέκα, διηγγύθησαν οἱ εἰρημέ[ν]οι ἄνδρες ὑπὸ τοῦ δήμου τοῦ Ὀλυμ-  
 ων ἐπὶ τῆς μισθώσεως <εως> τῶν κ[τηματωνθηέν]των ἐγγαίων Δημήτριος Ἐρμίου τοῦ Ἀντιπάτρου καθ' υἱ[ο]θεσίαν δὲ Αἰνέου Παρεμβωρδεύς, Ἡρα-  
 κλείδης Ἀσκληπιάδου Τε[τράφυλος, Διονύ]σιος Βακχίου Ἀγανίτης, Εὐδημος Μεγεδήμου Μανν[ί]της . . . . .  
 Μαννίτης, Λέων Θαρρηλιά[νος] τοῦ . . . . . Μ]ασσαρεῦς, Διονυσικλῆς Μερεκράτου Μαννίτης, Δ[ιδότος] Μέλανος τοῦ Πολίτου ἱερεὺς  
 τῶν Διοσκῶρων καὶ Εἰρηναῖο[ς] Λέοντος Κορμ]οσκωνεῖς, Ἀοιστέας Διονυσίου Παρεμβωρδεύς, Μει[ . . . . . ]  
 10 στρατος Λέοντος Μαννιτ[ . . . . . ]τος Τετράφυλος, Διογένην Ἀριστίππου ἱερέα Ἐρατος [Παρεμβωρδέα (?), μεμισθωμένοι] εἰς πατρι-  
 κά, καθέτι ἔφασαν ἐψηφίσθαι [ὑπὸ τοῦ δήμου Ὀλυ]μέων, κληῖρον ἐν τῆι Ὀλυμπίδι τὸ(ν) ὀνομαζόμενον ἐν Κ(υ)[βίμοις] . . . . .  
 ὅς καὶ ἔστιν τρίτος τῶν διειρ[η]μένων ὧν ἐπρίαν]το καθότι περιώρισται ὑπὸ τοῦ γεγενημένου διο[ρι]σμοῦ ἅμα τῆι μισθώσει τῆι χρηματισμέ-  
 νῃ ὑπὸ τῶν αἰρεθέντων ἀνδρῶ[ν] ὑπὲρ τοῦ αὐτοῦ δή]μου, σὺν τῆι προσούσῃ ὀρεινῇ τ[ῶ]ι κλήρ[ω]ι τούτ[ω]ι καὶ τ[ . . . . . ] καὶ ταῖς ἐ-  
 νούσαισι ἀμπέλοις καὶ δένδρ[ε]σιν πᾶσιν, ἃ καὶ ἐκτρηματώνηκαν οἱ αἰρεθέντες ἄνδρες παρὰ . . . . . τιμῆς τὰ πάντα ἀργυρίου Ῥοδίου  
 15 λεπτοῦ δραχμῶν ὀκτακισχ[ιλίαν, ληψόμενοι φόρον] καθ' ἕκαστον ἔτος λιβανωτοῦ . . . . καὶ ἀργυρίου δραχμᾶς . . . . . ἄνεικον ἀνυ-  
 πόλογον, ἐφ' ᾧ ὑπάρξει Διογέ[ι] εἰς αὐτὰ εἰς πατρικὰ αὐτῶι καὶ τοῖς ἐξ αὐτοῦ ἢ οἷς ἂν ἡ κληρονομία τῶν ὑπαρχόντων καθήκη, τελέσει δὲ . . . λιβα-  
 νωτοῦ καὶ φόρον τῶι δήμωι τῶι Ὀλυμέων ἄνεικον ἀνυπόλογον ἀπὸ τοῦ εἰσιόντος στεφανηφόρου καθ' ἕκαστον ἔτος δραχμᾶς . . . . .  
 . . ] πετήκοντα, ἧ καὶ διο[ρθώ]σεται τοῖς ἀεὶ καθισταμένοις ταμίαις . . . . .

the rent due under his lease. That this was the purport of our text appears from L.B.W. 323-4 (see VII. below), in which the same verb *διηγγήσαν* is employed, but where the guarantors are the treasurers (*ταμίαι*) of Olymos, not, as here, the *μισθωταί*.<sup>1</sup>

Of the individuals here mentioned, those already known from other inscriptions are:—

(1) Demetrios of Paremborda, whose name occurs in almost every document from Olymos.

(2) Herakleides Tetrphylos, mentioned in *B.C.H.* xxii. 1898, p. 394, n. 42 (= *Ath. Mitt.* xiv. 1889, p. 378), and in the companion text, L.B.W. 331.

(3) Eudemos of Maunna; see *B.C.H.* xxii. p. 400, n. 48 (= *Ath. Mitt.* xiv. p. 374, n. 3), where he is styled priest of Artemis Stratia.

(4) Dionysikles of Maunna, like Demetrios of Paremborda, is named in almost all the Olymos documents. As he does not here bear his usual suffix *καθ' υίοθεσίαν δὲ Ἀρτεμιδώρου τοῦ Διονυσικλέους*, our inscription must be of earlier date than most of those now extant.

(5, 6) Diodotos, priest of the Dioskoroî, and Eirenaios of Kormoskona are mentioned together in L.B.W. 331.

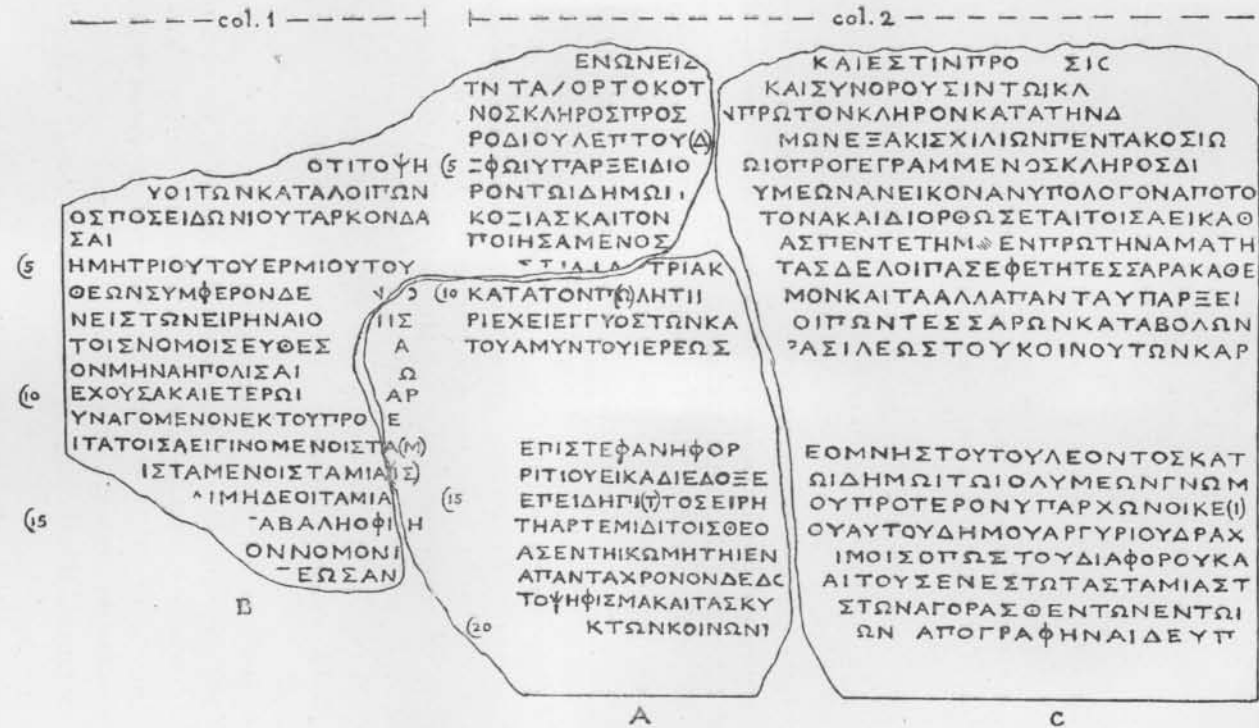
(7) Aristreas of Paremborda; see L.B.W. 338 (cf. *Ath. Mitt.* xiv. p. 390).

(8) Diogenes, priest of Eros; see *B.C.H.* xxii. p. 400, n. 48 (= *Ath. Mitt.* xiv. p. 374). We do not know that he was *Παρεμβωρδεύς*, as suggested in l. 10, but he may have been brother to Diokles, l. 4. In l. 5, the name of the magistrate may be *Μέλανο[ς τοῦ Ἀπολλωνίου]*; cf. L.B.W. 416, l. 2. As in II. γ, in L.B.W. 323-4 (see VII. below) and in *Ath. Mitt.* xv. 1890, p. 273, the rent is here (l. 16) payable partly in money, partly in frankincense (*λιβανωτός*). For payment wholly in kind, see p. 206 below.

The restorations in ll. 14-18 merely attempt to convey the probable purport of the original. In l. 2 *εἰσιόντος σ[τεφανηφόρου]* is restored on the analogy of *ἰσταμένου στεφανηφόρου* in L.B.W. 327 (= *Ath. Mitt.* xiv. p. 371-2), see below III. l. 9. In l. 11, the reading *χρηματισμέ[νη]* is supplied from the similar text L.B.W. 325.

This fragment L.B.W. 325 (= *B.C.H.* xxii. p. 396, n. 44), hitherto

<sup>1</sup> For the explanation of this, see p. 209, below.



II. Fragments A, B, C in their original position.

unintelligible, turns out to be part of a document closely resembling our text, and can now be restored as follows:—

M] (α) υ ν [ νί τ η ς , Λέων Θαρρηλίωτος κ.τ.λ. . . . . Μέλανος τοῦ Πολι-  
του ἱερέως τῶν Διοσκόρων καὶ Εἰρηναῖος Λέοντος κ.τ.λ. . . . .  
στρατος Λέοντος [Μαυρνιτ . . . . . τος Τετράφυλος κ.τ.λ. . . . . εἰς πατρικὰ  
καθότι ἐ(φ)ασαν ἐ(ψ)η] φίσθαι ὑπὸ τοῦ δήμου κ.τ.λ. . . . .  
5 ὅς καὶ ἐστὶν μέσος τ[ῶν διειρημένων κ.τ.λ. . . . . τῆι χρη-  
μ(α)τισμένῃ ὑπὸ τῶν [αἰρεθέντων ἀνδρῶν κ.τ.λ. . . . .  
σιν ἐν τῆι παρὰ τῶι ποτ[αμῶι . . . . .  
Περσεύς, χωρὶς δὲ τῆς . . . . .  
. . . (φ)όρου καθ' ἕκαστον ἔτος . . . . .  
10 αὐτῶι καὶ τοῖς (ἐ)[ξ] αὐτοῦ ἢ οἷς ἂν ἡ κληρονομία κ.τ.λ. . . . . ἀπὸ  
τοῦ εἰσιόντος [στεφανηφόρου . . . . .

The above copy is based on that of Le Bas, which in several lines is better than Cousin's (*B.C.H.* xxii. 1898, p. 396) because the stone when seen by Judeich (*Ath. Mitt.* xiv. 1889, p. 387) was already much more worn than when Le Bas copied it.

Since the beginnings of ll. 2-6 in this fragment agree almost exactly with those of ll. 9-13 in I.β, we may infer that the contents of the two inscriptions were almost identical. Moreover the word μέσος (*scil.* κληῆρος) in L.B.W. 325, l. 5, compared with τρίτος in I.β, l. 12, suggests that L.B.W. 325 is the fragment of a document (*διεγγύησις*) guaranteeing the rent of the second, or middle, portion of a property which had been divided into three κληῆροι, while I.β guaranteed that of the third κληῆρος. Ll. 7-8 of L.B.W. 325 do not correspond with I.β l. 14, probably owing to differences in the descriptions of the two κληῆροι, but the resemblance between the two texts seems to have reappeared in L.B.W. 325, ll. 9-11<sup>1</sup> and in I.β, ll. 15-17.

## II.

Three fragments A, B, C, published *B.C.H.* xxii. 1898, pp. 392-4, nos. 39, 40, 41, all found in the same house near the site of Olymos. A is published also in *Ath. Mitt.* xiv. 1889, p. 384, Nos. 7-8, and B in *Wien. Sitzungsber.* 132, 1895, ii. p. 6, n. 4. Cousin's copies are here combined so as to show their original connexion. The letters within round brackets are those more correctly rendered in the other epigraphic copies.

<sup>1</sup> The reading (ἐ)[ξ] in L.B.W. 325, l. 10, is due to M. Haussoullier, who points out that B, the last letter in the line, as read by Cousin (*B.C.H.* xxii. p. 396), may well have been an error for E.

(a)

. . . . και τὰ ἄλλα πάντα ὑπάρξει αὐτῶι καθ'ὅτι τὸ ψή-  
φισμα τοῦ δήμου και ἡ γεγεννημένη μίσθωσις περιέχει. ἔγγυοι τῶν καταλοίπων  
. . . . . καταβολῶν τοῦ ἐκ τῆς μισθώσεως ἀργυρίου . . . . ]ος Ποσειδωνίου Ταρκονδα-  
οεύς και . . . . . μάρτυρες δικα]σ(τ)αί.

(β)

5 Ἐπὶ στεφανηφόρου . . . . . μηνός . . . . . ἔδοξεν τῶι δήμωι τῶι Ὀλυμμένω, γνώμην ἀποφνηαμένου Δ]μητηρίου τοῦ Ἐρμίου τοῦ  
Ἐπιπάτρου καθ' υἰοθεσίαν δὲ Αἰνέου Παρεμβωρδέως· ἐπειδὴ ὑπάρχει τῶι δήμωι ἱερὸν ἀργύριον Ἀπάλλωνος και Ἀρτέμιδος τοῦ δήμου] θεῶν, συμφέρον δὲ [έστι]ν [τ]ὸ  
961 Εἰρηναίου ἔγγαιον ἀπ' αὐτοῦ κτηματωνηθῆναι· δεδόχθαι τῶι δήμωι τοὺς κτηματῶνας λαβόντας εἰς τὴν τιμὴν τὸ ἀργύριον παρὰ τῶν προδα]νειστῶν Εἰρηναί(ω)[ι . . .]ησ-  
. . . παραδιδόναι, τὸ δὲ προγεγραμμένον ἔγγαιον ἀπ' αὐτοῦ κτηματωνησάντας ἀκολουθῶς τοῖς τε προεψηφισμένοις ὑπὸ τοῦ δήμου και] τοῖς νόμοις Εὐθεσ[ίαι . . .]α-  
. . . . μισθῶσαι εἰς πατρικὰ φόρου καθ' ἕκαστον ἔτος τῶι δήμωι ἀργυρίου Ῥοδίου λεπτοῦ δραχμῶν διακοσίων πενήκοντα, ἔαν δὲ τὸν ἐμβόλιμ]ον μῆνα ἢ πόλις ἄ[γη διορθ]ώ-  
10 σεται και τοῦ ἐμβολίμου τὸ κατὰ λόγον· ἐφ' ᾧ ἔξει αὐτὸ εἰς πατρικὰ αὐτῆ και οἱ ἐξ αὐτῆς ἢ οἷς ἂν ἡ κληρονομία τῶν ὑπαρχόντων καθήκη, ἐξουσίαν] ἔχουσα και ἐτέρωι [αὐτὸ τ]α]-  
αχωρεῖν και οὐ καταμεριεῖν, εἰ δὲ μὴ οὐχ ὑπάρξει αὐτῆι ἡ μίσθωσις· ἀποδώσουσιν δὲ οἱ κτηματῶναι τοῖς ἐνεστῶσι ταμίαις τὸν σ]υναγόμενον ἐκ τοῦ προ[δ]ε-  
δανεισμένου ἀργυρίου τόκον· τελέσει δὲ φόρον ἐκάστου ἔτους ἄνεικον ἀνυπόλογον ἐν μηνί . . . . . δραχμὰς διακοσίας πενήκον]τα τοῖς ἀεὶ γινομένοις ταμ-  
ίαις, ἔαν δὲ μὴ διορθώσῃται Εὐθεσία τὸν φόρον ὀφιλῆσει ἡμιόλιον· ἢ δὲ πρᾶξις ἔσται τοῦ φόρου ἐκάστου ἔτους τοῖς ἀεὶ καθ]ισταμένοις ταμίαις  
τοῦ Ὀλυμμένω δήμου πράσσουσι κατὰ τὸν πωλητικὸν νόμον παρὰ τῆς ἐχούσης αὐτό . . . . . α]ἱ μηδὲ οἱ ταμίαι[ι  
15 . . . . . ἔαν δὲ δις ἐφεξῆς μὴ κατ]αβάλλῃ ὀφι[λ]ή-  
σει μεν και τὴν καταβολὴν ταύτην ἡμιολίαν και οὐχ ὑπάρξει αὐτῆι ἡ μίσθωσις, πράξουσιν δὲ τὸν φόρον τὸν ἐν ἐκατέραι ταμειαῖ κατὰ τὸν πωλητικ]ὸν νόμον [πα-  
ρὰ τῆς μισθωσαμένης οἱ ἐνεστῶτες ταμίαι . . . . . ]εως ἀν-

(γ)

... ενων εις . . . . . [δς] και εστιν προ[ω] [το]ς (τω) [ν] . . . . .  
 . . . τα [χ]ορτοκο(π)[εια] και συνοροουσιν τωι κλη[ρω]ι . . . . . ο διειρημέ-  
 νος κληρος προς [τδ]ν πρωτον κληρον κατα την διαίρεσιν των γεωνων επριαντο οι αιρεθεντες ανδρες τιμης μεν τα πάντα αργυριου  
 'ροδίου λεπτοῦ δραχμῶν εξακισχιλίων πεντακοσίων, φόρου δὲ καθ' ἕκαστον ἔτος λιβανωτοῦ . . . και αργυρίου δραχμῶν . . . . .  
 5 [ε]φ' ωι υπαρξει Διο[δο]τωι ο προγεγραμμενος κληρος διειρημενος προς τον πρωτον κληρον εις ετη πέντε, τελέσει δὲ τον φό-  
 ρον τωι δήμωι [τωι 'Ολ]υμέων άνεικον άνυπόλογον από τοῦ εισιόντος στεφανηφόρου καθ' ἕκαστον ἔτος αργυρίου δραχμῶν . . .  
 κο[σ]ίας και τον [λιβανω]τὸν, α και διορθώσεται τοῖς ἀ(ε)ι καθισταμένοις ταμίαις του 'Ολυμέων δήμου . . . . .  
 ποιησάμενος [καταβολ]ὰς πέντε, τῆμι [μ]έν πρώτην ἅμα τῆι μισθώσει τῆι χρηματισμένη ὑπὸ των αιρεθέντων ανδρων μηνὸς  
 . . . . . τριακ[ά]δι, τὰς δὲ λοιπὰς ἐφ' ἕτη τέσσαρα καθ' ἕκαστον ἔτος ἐμ μηνὶ . . . . . εἰ δὲ μὴ διορθώσῃται, πράξουσιν οἱ ταμίαι  
 10 κατὰ τον πωλητικ[ον νό]μον, και τὰ ἄλλα πάντα υπαρξει [αὐτῶι καθότι τὸ ψήφισμα του δήμου και ἡ γεγενημένη μισθωσις πε-  
 ριέχει. ἔγγυος των καταλ[ο]γιων τεσσάρων καταβολῶν [του] ἐκ τῆς μισθώσεως αργυρίου . . . . .  
 του 'Αμύντου ιερέως [και β]ασιλέως του κοινου των Καρ[ω]ν. μάρτυρες δικασταί.

(δ)

'Επὶ στεφανηφόρου Θεομνήστου του Λέοντος κατ[ὰ] δὲ νιοθεσίαν Διοκλείου του Πολυκλείτου, μηνὸς Πε-  
 15 ριτίου εἰκάδι. ἔδοξε [ν] τωι δήμωι τωι 'Ολυμέω[ν] γνώμ[ην] ἀποφνηαμένου . . . . .  
 ἐπειδὴ Πίττος Εἰρη[να]ίου πρότερον υπάρχων οικει[ος] και φίλος τωι δήμωι κατέλιπεν τωι 'Απόλλωνι και  
 τῆι 'Αρτέμιδι τοῖς θεοῖς τ[ο]ῦ αὐτοῦ δήμου αργυρίου δραχμῶν . . . χιλίας, συμφέρον δὲ εστιν κτηματωνῆσαι γέ-  
 20 ας ἐν τῆι κόμηι τῆι ἐν [Κυβ]ίμοις ὅπως του διαφόρου καταλελειμμένου πρόσσδος υπάρχη τοῖς θεοῖς εἰς τον  
 ἅπαντα χρόνον. δεδ[ό]χθαι τοὺς ἐνεστῶτας ταμίαις τ[ὰς] προγεγραμμένας γέας κτηματωνῆσαι, αναγράψαι δὲ τοῦτο  
 τὸ ψήφισμα και τὰς κυ[ρει]αί[ας] των αγορασθέντων ἐν τωι [Ιερω] των προγεγραμμένων θεων, τὸ δὲ ἀνάλωμα δοθη-  
 ναι ἐκ των κοινων προσόδ[ων], ἀπογραφῆναι δὲ ὑπ[ὸ] τὴν ὄνην τουτου του ψηφίσματος τὸ αντίγραφον.

We have here the fragments of four documents: *Col. 1 (a)* end of a *διεγγύησις* with the same appendices as in *VI. β*; *Col. 1 (β)* beginning of a *ψήφισμα* authorising the purchase of certain land and the letting of the same to a woman; *Col. 2 (γ)* latter part of a *διεγγύησις* guaranteeing the lease of a *κλήρος* of land, the rent of which was payable in five annual instalments: cf. *I. a*; *Col. 2 (δ)* a *ψήφισμα*, eight lines in length, directing that a fund left or given to the gods by Pittos be invested in the purchase of certain lands.

## II. (a)

This small fragment must belong to a *διεγγύησις* with appendix giving the names of the persons guaranteeing the payment of the rent: cf. *I. a* and *II. γ*.

A second appendix, mentioning the *δικασταί*, is restored in l. 4, as suggested by M. Haussoullier. Cf. *VI. β*, l. 17.

## II. (β).

Notwithstanding the shortness of the fragments preserved, the substance of this document can plainly be made out from L.B.W. 332 (= *Ath. Mitt.* xiv. 1889, p. 383), ll. 1-5. As the simplest method of explaining the subject matter the lines are restored *exempli gratia*, though their original length is of course uncertain. In l. 7 I read *Ειρηναί(ω)[ι]* because in these inscriptions *Ο* and *Ω* are easily confused by copyists.<sup>1</sup> The lessee seems to have been named *Εύθεσία* (l. 8): cf. the names *Εύμορφία*, *Εύπραξία*, etc. The fragmentary words at the ends of ll. 7 and 8 appear to be patronymics. Ll. 10-11 are restored from L.B.W. 328, l. 2: *ἐξουσίαν ἔχων καὶ ἑτέρωι παραχ[ωρ]εῖν καὶ οὐ καταμεριεῖν*; ll. 13-14 from *B.C.H.* v. 1881, pp. 110-11, ll. 12-13; and ll. 15-16 from L.W.B. 331, ll. 14-15.

## II. (γ).

This document may, like a lease, have ended with the mention both of the *δικασταί* and of the *νομοφύλαξ*, who, as we know from *B.C.H.* v. pp. 110-11 (= *I.J.G.* i. pp. 246-8), l. 14, were required to witness leases

<sup>1</sup> *E.g.* in our *II. (δ)*, l. 17, Judeich reads *ΚΟΜΗ*, Cousin *ΚΩΜΗ*.

made by public bodies.<sup>1</sup> As it obviously is neither an *ὠνή* nor an *ἔμβασις*, it must, like our I. a, be a *διεγγύησις* guaranteeing the rent of a lease to *Διό[δοτ]ος* or *Διό[δωρ]ος*.

L. 2 the word *χορτοκοπεῖα* (= 'meadows'), which appears to suit the letters preserved, is, if rightly restored, one of the topographical terms with which these inscriptions abound. Thus in a single text (*Ath. Mitt.* xiv. p. 374, n. 3 = *B.C.H.* xxii p. 400, n. 48) are mentioned *αἵμασία μακρά, καλαμών, σωροβόλιον, πύργος, ζμηνών, φρέαρ*.

In ll. 3, 5 *διαίρεσιν, διειρημένος* are restored because, as in I. β, l. 12, the subdivision of a large estate seems to have taken place. For the restoration *διειρημένος πρὸς τὸν πρῶτον κληρὸν* in ll. 3, 5, cf. L.B.W. 416 (= *I.J.G.* i. pp. 244-6), l. 3: *διελόμενος πρὸς τὸν ἀδελφόν*.

In l. 4 the reference to the price of the property, 6,500 drachmae, finds parallels in I. β, l. 12, in *C.I.G.* 2694, b, 12, and in L.B.W. 416, 5.

L. 7: the restoration [*λιβανω*]τόν is confirmed by I. β, l. 17, by L.B.W. 323-4, l. 11 and by *Ath. Mitt.* xv. 1890, p. 273, n. 21, ll. 7-10, which I think we should restore as follows:—

ἐμίσθωσαν δ[ὲ] αὐτὰ Ἀλάσται Πρωτέου εἰς  
πατρικὰ παραχρήμα μὲν τοῦ ἐξευρόντος ἀργυρίου δρα[χμῶν] . . . . . εἰς ἔτη  
δέκα, εἰς δὲ τὸν λοιπὸν χρόνον φόρου κατ' ἐνιαυτὸν δρα[χμῶν] . . . . . καὶ λιβανω-  
τοῦ μνᾶς καὶ ἐλαίου ὕδριας, ἐφ' ᾧ τε ἕξει κ.τ.λ.

Ll. 8-9 show that the rent was here, as in I. a, payable in five annual instalments. Hence I have ventured to restore in l. 5 *εἰς ἔτη πέντε*. If this is correct, these two are the only instances yet found at Olymos or Mylasa of a term so short as five years. As to the restoration of l. 8, M. Haussoullier pointed out that the first instalment must have been payable when the lease was made, because only the four deferred instalments are here guaranteed, as they also are in I. a.

As in No. I., much of the restoration here suggested is uncertain and merely explanatory. That proposed in the first line is based on I. β, l. 12, and on L.B.W. 325, l. 5.

L. 12: with this *βασιλεύς* of the Karian *κοινόν* cf. the *βασιλέα Ἰώνων* of *O.G.I.* 489.

<sup>1</sup> The rule laid down in *B.C.H.* v. pp. 110-11, l. 14 applies to a lease made by the *φυλή* of the Otorkondeis at Mylasa, but as this document is contemporary with the series from Olymos we may assume that the same rule applied also to leases made by the *δῆμος* of the Olymeis.

## II. (δ).

This decree of the *demos* of Olymos can be restored with approximate certainty because the name of the *stephanephoros*, a well-known personage (cf. L.B.W. 415; *Ath. Mitt.* xv. 1890, p. 268 = Michel, 725), gives the length of the lines.

The laudatory preamble (l. 15) shows that the decree deals, not with a sale or lease, but with some benefaction such as a gift or bequest. That a bequest is the more probable seems to follow from the mention of *πρότερον*; hence the restoration *τοῦ διαφόρου κα[ταλειμμένου]*. If that interpretation is correct, this is the only decree from Mylasa-Olymos in which directions are given for investing in the purchase of land a particular fund (*διάφορον*) belonging to the gods. In l. 15 the reading Πίττος (Judeich) seems preferable to Πίστος (Cousin), because a name so uncommon<sup>1</sup> would hardly have been copied unless seen on the stone; *οἰκεῖ[ος καὶ φίλος]* is restored on the analogy of *οἰκεῖ[ότητα καὶ φιλίαν]*: L.B.W. 432. The phrasing of l. 17 is based on *I.J.G.* i. p. 246-8, ll. 14-15: *καὶ ὑπαρχέτω ὁ φόρος τῷ θεῷ ἐν προσόδωι*.

For the instruction in ll. 18-19 cf. L.B.W. 332: *ἀναγραφασμένους τὰς κυριείας αὐτῶν*; and for the restoration of l. 20 cf. L.B.W. 331, l. 17: *ἀπογραφάτω]σαν ὑπὸ τὴν μίσθωσιν τοῦδε τοῦ ψηφίσματος τὸ ἀντίγραφον*.

## III.

Two fragments, found like those of I. (p. 191, above) several miles apart: A, from Mylasa, published *B.C.H.* xii. 1888, p. 31, n. 10, epigraphic copy only; B, from Olymos, now in the Louvre, published L.B.W. 327 and more correctly in *Ath. Mitt.* xiv. 1889, p. 371, but with incomplete restoration.

We cannot be certain that these fragments were originally parts of one and the same text, because, except in ll. 10-11, there is no close connexion between any line of A and the corresponding line of B, and because the particulars available as to the script of A are insufficient to prove its identity with that of B.<sup>2</sup> The reasons for thus connecting these fragments are stated in the notes below.

<sup>1</sup> Cf. the name Πίττας at Aphrodisias; *C.I.G.* 2749.

<sup>2</sup> The lettering of A as rendered in type is, however, consistent with the date of B, whereas it is quite inconsistent with the relationship to L.B.W. 449 suggested by Cousin and Diehl.

## III.

## Fragment A (ll. 6-13).

## Fragment B (ll. 1-13).

5 Ἐπὶ στεφανηφόρου . . . . . καθ' υἰοθεσίαν δὲ Λαμ[πρίου] τοῦ Μενίππου μηνὸς Δύστρου δευτέραι, ἀνεμίσθ[ωσαν] (?) οἱ εἰρημένοι μισθ[ωται] ὑπὸ  
 τοῦ Ὀλυμέων δήμου Δημήτριος Ἑρμίου τοῦ Ἀντιπάτρου καθ' υἰοθεσίαν δὲ Αἰνέου καὶ Φαῖδρος Μοσχίωνος [ἱερ]εῖς Δαιμόνων Ἀγαθῶν Παρεμβω[ρδεῖς] καὶ  
 Διονυσικλῆς Μενεκράτου καθ' υἰοθεσίαν δὲ Ἀρτεμιδώρου τοῦ Διονυσ[ικλ]έους Μαννίτης καὶ Ἰάσων [Μοσχίωνος Παρεμβωρδεῖς] καὶ Ἀντίπατρος Ἀπολ-  
 λωνίου καὶ Ἀντίπατρος Ἑρμίου τοῦ Ἀντιπάτρου Κορμοσκωνεῖς καὶ Ἀπο[λ]λώνιος Λέοντος καὶ Ἀρτ[έμ]ω[ν] Εὐπολέμου Κ[ο]ρμωσκωνεῖς καὶ Δημήτριος Ἑπαι-  
 10 του Τετράφυλος . . . . . καὶ . . . . . ρου Μαννίτη γῆς ἱερᾶς Ἀπόλλ[ωνος] καὶ Ἀ[ρ]τ[έ]μ[ιδος] θεῶν τοῦ αὐτοῦ δήμου τῆς ἐν τῆι Ὀλυ-  
 μίδι κλῆρον, καθότι καὶ αὐτῶι ὑ[πῆρ]χεν τῶι μισθωσαμένωι, σ[ὺν] ταῖς ἐνοῦσαις ἀμπέλοις καὶ τοῖς ἄλλοις δένδρεσι πᾶσιν ἕως τῆς ἀπέξου τῆς Διο[ν]υσι-  
 κλέου[ς] α . . . . . ἀπο . ὦν [ . . . . . καὶ] τὴν φυτεῖαν τὴν ὑπὸ τοῦ [ἐγγαίου] ὃ πρότερον ἐκαλεῖτο Συκῶν τὸ ἄνω μέρος ὡς τὰ ὄρη[α] πέ-  
 πηγεν πρὸς Ἐκατόμων ἀπὸ τῶν [ . . . . . ἐφ' ὧι] ἔξει τὴν προγεγραμμένην γῆν [ὃ μισθωσαμέν]ος αὐτὸς καὶ οἱ ἐξ αὐτοῦ ἢ οἱς ἂν ἡ κληρονομία τῶν ὑπαρχόντων  
 καθήκη τοῦ δὲ μισθωσαμένου τῆ π[ό]λει ὀφείλοντος Ἀρτεμισίου μηνὸς τοῦ ἐπὶ τοῦ ἰστα[μέν]ου[σ]ιν σ[τε]φ[α]ν[η]φόρου καὶ τῆς τριακ[ά]δος ἀργυρίου δραχμᾶς δικασίας διε-  
 10 λόντες τὸν ὀφειλόμενον φόρον τ[ε]λέσουσιν ἕκαστος καθ' ἕκαστον ἔτος τοῖς ταμίαις τοῦ Ὀλυμέων δήμου ἐν μην[ὶ] Ἀρτεμισίω ἀργυρίου δραχμᾶς ἐν-  
 νεή[κοντα] ἐννέα ὀβολοὺς δύο [ἀνεικον ἀνυπόλογον, εἰ δὲ τὸν ἐμβόλιμον μῆ[να] ἢ πόλις ἄγῃ τὸ κατὰ λόγον κ[α]τ[ὰ] τ[ο]ῦ [ἐμβ]ολίου μηνὸς, καὶ τὰ ἄλλα ὑπαρχέτω αὐτοῖς  
 καὶ ἀποτεισάτω ἕκαστος τὸ ἐπιβάλλον μέρος τῶν προσπιτόντων τῶι μισθωσαμένωι καθότι τὸ ὑπὸ τοῦ δήμου τοῦ Ὀλυμέων [κεκυρωμένον] ψήφισμα περιέχει  
 περὶ γεῶν δημοσίων, καὶ ἡ πρῶξι[ς] τοῦ φόρου κατ' αὐτῶν ἔστω κατὰ τ[ὸ] ψήφισμα τὸ προγεγραμμένον. μάρτυρες δικασταί.

This document appears to contain a transfer, or a new lease, by the *μισθωταί* of Olymos, of a plot of land belonging to Apollo and Artemis to the two lessees whose names have been lost in l. 5. The original lessee (*μισθωσαμένον*, l. 9) had sublet the property, paying only, as in IV. (see below), one drachme of the original rent of 200 drachmae (l. 9). The balance of 199 drachmae was divided between two sub-lessees each of whom paid 99½ drachmae (ll. 10-11).<sup>1</sup> We may assume that, as in IV., the original sub-lessees had defaulted and that it became necessary to make this new lease (*ἀναμίσθωσις*); cf. IV. a, ll. 12-13.

The length of the lines is known from the names in ll. 2-4; see *Ath. Mitt.* xiv. 1889, p. 369, nos. 1-2, where l. 2 should read ὁ πρότερον ἐκαλεῖτο Συκῶν τὸ ἄνω μέρος ὡς τὰ ὄρια πέπηγεν πρὸς Ἑκατόμνων κ.τ.λ. This supplies the restoration for ll. 7-8 of our text, the other gaps in which have been filled up, so far as possible, to suit the sense required.

Besides the agreement between A and B relative to the monies mentioned in ll. 9-11, the fact that both fragments belong to one document may be inferred from (1) comparison of l. 6 with L.B.W. 336, l. 8, and of ll. 10-11 with L.B.W. 416, ll. 9-10; (2) the ease with which the extant parts of ll. 12-13 can be joined, and the correctness with which the *πρᾶξις* clause appears in the last line. These signs of relationship between A and B are too many to be explained as coincidences. L.B.W. 327, as published both by Waddington and by Judeich, is utterly obscure; the addition of fragment A makes it for the first time intelligible.

L. 1: Judeich's restoration *ἀνεγρά[φ]ησαν* is unsatisfactory and unsupported by the original text. Our reading *ἀνεμίσθ]ωσαν* is based on a revision of the stone kindly made by M. Haussoullier and M. Michon, who state that in l. 1 there is no Φ, but that just before . . . *σαν* there are traces of a round letter which may have been Ω.

L. 4: Ἄρτ[έμ]ω[ν] Εὐπολέμου should here be read, instead of *Μενεδήμου* (Judeich). He again appears along with Ἄπολλώνιος Λέοντος in *B.C.H.* xxii. 1898, p. 398, n. 48, ll. 4, 14.

L. 12: For *τὰ προσπίπτοντα* as here restored, in the sense of 'charges falling on,' see L.B.W. 404, l. 8. It is natural that each sub-lessee should have borne his share of the charges levied on the tenant.

<sup>1</sup> It would seem that, while the ordinary *drachme* was equivalent to the *denarius*, the lighter Rhodian *drachme* was equal to two-thirds of a *denarius*: Pauly, *R.E.* v. 219, 1619. A half-*drachme* of Rhodian silver would therefore consist, as here, of two, not of three, *oboloi*.

## IV.

This text (= L.B.W. 483) contains two parallel columns from the left one of which (*a*) the left side is missing, and from the right one (*b*) the right side. It was edited by Waddington from Le Bas' copy made near Mylasa, and is now republished with fuller restoration because it throws light on III, on V and on VI.

IV. (= L.B.W. 483). *a* (left column).

... τῶν [δι]ακοσίων δραχμῶν α . . . .  
 . . . . μισθ]ωσάτωσαν τὴν κτήσιν, καὶ [τῶι μ]εμισθω-  
 μένωι ἐξέστω παραχωρεῖν ἐπὶ τοῖς αὐτοῖς ἐφ' οἷς] μεμισθῶται· ἐὰν δὲ βουλομένου Δημη-  
 τρίου παραχωρεῖν παραλάβῃ τις ταύτην τὴν μ]ισθωσιν παρὰ Δημητρίου, ἀποδοῦναι τὸ ἀ(ρ)-  
 5 γύριον ὀφειλέτω ἐκάστω κατὰ τὰ προγε]γραμμένα διελθόντων ἐτῶν δέκα ἀπὸ τῆς  
 γυγενημένης μισθώσεως· ἐὰν δὲ τὸ ἀργύριον κο]μίζωνται οἱ συγγενεῖς <τ> οὐ τελέσει οὔτε  
 τὸν λιβανωτῶν (?) οὔτε . . . . . δ]ιακοσίων δραχμῶν οὔτε τὸ ἔλαιον· οὐδὲ ὀφει-  
 λων φόρον παραχωρήσει· ἄρξει δὲ αὐτῶι τῆς μ]ισθώσεως μὴν Ἄρτεμις οὗ ἐπὶ στεφανη-  
 φόρου . . . . . ἱερέ]ως Ποσειδῶνος Ἰσθμίου· ἀποδόντος δὲ Δη-  
 10 μητρίου ἢ τῶν ἐξ αὐτοῦ ἢ τοῦ παραλαβόντος τ]οῦ ἀργύριον τῆι συγγενεῖαι καθότι προγέ-  
 γραπται, τελείτω τῆι συγγενεῖαι Δημήτριος] καθ' ἕκαστον ἔτος τὴν δραχμὴν· ἐὰν δὲ  
 μὴ τελέσῃ τὸν φόρον ὁ παραλαβὼν, ἔσται τῶν ἀ]εὶ καθισταμένων ταμιῶν (ἢ) ἀναμισθωσις  
 δραχμῶν διακοσίων καθ' ἕκαστον ἔτος παρὰ τὴν] δραχμὴν· ἢ δὲ πρᾶξις ἔστω τοῦ φόρου τοῖς  
 ἀεὶ γινομένοις ταμίαις κατὰ τε Δημητρίου καὶ τ]οῦ παραλαβόντος· δεδύχθαι δὲ καὶ ἀνα(γρ)ά-  
 15 ψαι τὸν τῆς μισθώσεως χρηματισμῶν τοὺς ἐνεστ]ῶτας ταμίας ἐκπορευομένων τὸν πυ-  
 λῶνα ἀπὸ τοῦ . . . . . ἐπ' δεξ]ιά, τὴν δὲ δαπάνην λαβέτωσαν ἐκ τῶν  
 κοινῶν προσόδων καὶ τὴν κτήσιν μισθωσάτ]ωσαν εἰς πατ[ρι]κὰ καθότι προγέγραπται.  
 καὶ ἀνεγράψαν τὸ ψήφισμα οἱ εἰς τοῦτο ἀπ]οτεταγμένοι ταμίαι Διονύσιος Πο-  
 λίτου, Δ . . . . . ἰου, Δημή[τρ]ιος Παμ[μ]ένου, Μέλα[σ] Διογένου,  
 [Ἄπο . . . . . Μέλας Θυίλλου, Δημήτριος κτλ.]

IV. (= L.B.W. 483). *b* (right column).

διακοσίω]ν (δ) [δραχμῶν] οὔτε τὸ ἔ]λαιον· οὐδὲ ὀφείλων φόρον παραχωρήσει· ἄρξει δὲ αὐτῶι τῆς μισ-  
 θώσεως μὴν Λόιος ὁ ἐσὶ στεφανηφ]όρου . . . . . ἱερέως Ποσει-  
 δῶνος Ἰσθμίου· ποι[ησά]σης δὲ Μαίξις αὐτῆς ἢ τῶν ἐξ αὐτῆς ἢ οἷς ἂν ἡ κληρονομία τῶν ὑπαρ-  
 χόντων καθήκηι [ἢ τ]οῦ παραλαβόν]τος τὴν ἀπόδοσιν τοῦ ἀργυρίου τῆι συγγενεῖαι  
 5 καθότι γέγραπται, τελείτω τῆι συγγενεῖαι ἢ μεμισθωμένη καθ' ἕκαστον ἔτος τὴν δρα-  
 χμὴν ἄλλο δὲ μὴθέν· ἐὰν δὲ μὴ τ]ελέσῃ τὸν φόρον ὁ παραλαβὼν, ἔσται τῶν ἀεὶ καθισ-  
 ταμένων ταμιῶν ἢ ἀναμισθωσις δ]ραχμῶν διακοσίων καθ' ἕκαστον ἔτος παρὰ τὴν  
 δραχμὴν· ἢ δὲ πρᾶξις ἔσται τοῦ φό]ρου τοῖς ἀεὶ γινομένοις ταμίαις κατὰ τε Μαίξις  
 καὶ τοῦ παραλαβόντος· δεδύχθαι [δὲ καὶ ἀναγράψαι ταῦτα τοὺς ἐνεστῶ]τας ταμίας  
 10 ἐκπορευομένων τὸμ πυλῶνα ἀπ[ὸ] τοῦ . . . . . ἐπὶ δεξ]ιά, τὴν δὲ δα-  
 πάνην λαβέτωσαν ἐκ τῶν κοινῶ]ν προσόδων καὶ τὴν κτήσιν μισθωσάτωσαν εἰς πα-  
 τρικὰ καθότι προγέγραπται. καὶ ἀ]νεγράψαν τὸ ψήφισμα οἱ εἰς τοῦτο ἀποτεταγμένοι  
 ταμίαι Διονύσιος Πολίτου, Δ[ . . . . . ἰου, Δημήτριος  
 Παμμένου, Μέλας Διογένου, Ἄπο[ . . . . .  
 15 Μέλας Θυίλλου, Δημήτριος Πλου]τίαδου, . . . . .

Waddington's version is manifestly inadequate and is disfigured by the strange *συγγενεῖς τοῦ Τελεσείου* of *a*, 6, repeated by him in *b*, 5. A fresh attempt at restoration seems, therefore, to be worth making. That of *a*, 1-6, must to a great extent be tentative and uncertain. We can but fill the gaps with echoes from other texts according to the hints given by the later lines. On the other hand, the parallel passages, *a*, 7-18, and *b*, 1-15, restore one another, so to speak, with certainty.

Not only were the two columns *a* and *b* originally of equal width, as Waddington points out, but they contained contemporary documents, the terms of which differ but slightly. In *a* is a *ψήφισμα* authorising a lease to Demetrios; in *b* a similar document in favour of Maia. Like the phrasing of I.β and L.B.W. 325 (see above) that of these parallel decrees is almost the same in each column. In each the lessee has the right to assign the lease (*παραχωρεῖν*), and after he has paid up in full a certain sum (*τὸ ἀργύριον*, *a*, 10) due to the landlord, he need pay only 1 drachme per annum, the remaining rent (199 drachmae) being paid by the assignee (*ὁ παραλαβών*). In case this assignee defaulted in such payment, the rent was recoverable either from him or from the lessee.<sup>1</sup> A concrete instance of the payment by two assignees of the whole rent except one drachme is seen above in III., ll. 10-11.

In *a*, 5 it is interesting to note that a break or alteration in the terms of the lease occurred at the end of 10 years. Other instances of this may be seen in V., ll. 1-2 below, in L.B.W. 404, l. 13, and in *Ath. Mitt.* xv. 1890, p. 273. n. 21 (cited above, p. 199).

The clause restored in *a*, 7-8 and in *b*, 1 is taken from *B.C.H.* v. p. 110-11 (= *I.J.G.* i. p. 246-8), l. 9: *οὐ παραχωρήσει δὲ οὐδὲ ὀφείλων φόρον*.

## V.

Two fragmentary texts of which epigraphic copies only are published by G. Cousin, *B.C.H.* xxii. 1898, pp. 396-97, n. 45, fragments *a*, *c*. Fragment *b*, which belongs to a separate document, appears below as VI.

Proof of the connexion between these pieces *a*, *c*, which preserve parts of two distinct documents, will be found in the notes below.

<sup>1</sup> The reason why the lessee continued to pay the one drachme was doubtless that such an annual payment kept alive his liability to make good any possible arrears of rent.

(a)

Fragment a.

Fragment c.

ους κατὰ τὸν νόμον καταστήσει (?) διελθόντων δὲ τῶν δέκα ἐτῶν παρασχόμενος τὸ ἀργύριον κατὰ  
 ἐκκείμενον χρηματισμὸν εἰς τὸ λοιπὸν καρπόφορον τελείσει τὸν φόρον ὧν ἀδιε(γ)γυ[ητός· ἐὰν δὲ τελείση  
 τῶν δέκα ἐτῶν τοῖς Ὀλυμείων ταμίαις τὸν ὀφειλόμενον ὑφ' αὐτοῦ ἀριθμὸν τῶν φ[όρων ἀποδοῦς τὸν φόρον  
 ὄντα καρπόφορον, ἀπολύσει κατὰ τὸν νόμον τοὺς ἐγγύους· ἐὰν δὲ μετὰ τὸ ἀπολυθῆναι αὐτοὺς τρεῖς ἐφεξῆς  
 ἀποδῶι τὸν φόρον τοῖς ταμίαις καρπῶν ἐτῶν τριῶν μὴ διευτακῆσας, ἀποτείσει αὐτοῖς τὸν φόρον ἡμι-  
 ἴον ἐὰν δὲ πλείω τῶν τριῶν ἐτῶν μὴ ἀποδῶι, τὸν τε φόρον ὀφειλήσει ἡμίολιον καὶ οὐκ ὑπάρξει αὐτῶι ἢ μίσθωσις, ἔσται  
 κατ' αὐτοῦ ἡ πράξις ὁμοίως· ἐξέστω δὲ αὐτῶι παραχώρησιμ ποιησάσθαι ἐπὶ τοῖς αὐτοῖς ἐφ' οἷς τὴν γῆν ἐμισθώσατο  
 ἀ τὴν συγγραφὴν. [ . . . . . Πολυ]φήμον· μάρτυρες δικασταὶ Ἑρμίας Ἀριστέου . . . . .  
 Διονυσίου, Λέων Μολδόσσου . . . . . νομοφύλαξ Σωσῆπολις Βουλαγόρου. (β) [Ἐπὶ στεφανηφόρου  
 ἀσητρίου τοῦ Πιξω[δάρου, μηνὸς . . . παρεχώρησεν] Κόρρις Μενεκλείου ὁ μεμισθωμέν[ος τῆι Κανδηβέων συγ-  
 γενία μετὰ τε Ἑρμίου τοῦ Μαρσίου τοῦ μεμισθωμέν]ου εἰς πατρικὰ τῆι Μωσσειῶν συγγενεῖαι καὶ Μενίσκου . . .  
 εἰους τοῦ μεμισθω[μένου τῆι Κυβιμέων συγγενεῖα] γῆν ἱερὰν τοῦ Διὸς Λαβραῦνδο[ν, ἣν καὶ εἰς μίσθωσιν αὐτοῖς  
 πέδωκ(α)ν ταμ[αί] οἱ ἐπὶ στεφανηφόρου Μενίππου τοῦ Γλαύκου, Ἀσκληπιάδῃ Ἀριστέου . . . . .  
 ΟΙΑ . ΥΤΟ . . . . . τέταρτον (?) μέρος δραχμὰς ἑπτακοσί[α]ς . . .  
 . . . . . ]κου, Μένιππος Ἰατ[ρο]κλείου . . .

ΤΟΣΤΟΥΜΙ

ΟΥΟΓ

The best evidence of the former connexion between these fragments as well as of the width of the gap separating them, consists in comparing with ll. 4-6 the following passage (*B.C.H.* xix. 1895, p. 559 = *Ath. Mitt.* xxi. 1896, pp. 119-20): ἀποτείσει [τὸν] φόρον ἡμίολιον· [ἐὰν] δὲ [ἢ μεμισθωμένη τὸν φόρον τρεῖς ἐφεξῆς μὴ ἀποδῶι, ἀποτείσει τὸν τε φόρον τῶν τριῶν ἐτῶν ἡμιόλιον καὶ οὐκ ὑπάρξει αὐτῆι ἢ μίσθωσις]. This passage is restored from *L.B.W.* 416, ll. 15-16 = *I.J.G.* i. pp. 244-6, which may also be compared. The fact that in the other lines of our text all missing spaces can so easily and logically be filled seems to place the relationship of *a* and *c* beyond doubt. For the restoration of ll. 6-7 cf. *Wien. S. Ber.* 1895, ii. p. 16, n. 9 (= *B.C.H.* xxii. p. 384, n. 29): ἔστ[αι] ἢ πράξις ὁμοίως κατ' αὐτοῦ, κ.τ.λ.

At the beginning of l. 11 we must read Γ instead of Τ, and in l. 13 ἀπέδωκ(α)ν instead of ἀπέδωκεν.

V. (a).

That this is the end of a μίσθωσις appears from the mention in ll. 8-9 of the *dikastai* and the *nomophylax* in whose presence the lease was made. In *B.C.H.* v. pp. 110-11 (= *I.J.G.* i. pp. 246-8) it is ordered that the lease

be drawn up ἐπὶ τῶν δικαστῶν καὶ τοῦ νομοφύλακος κατὰ συγγραφὴν. The only inscriptions besides this in which both those officials are mentioned are the small fragments *Wien. S. Ber.* 1895, ii. p. 6, n. 3 and *B.C.H.* v. 1881, p. 107, n. 10.

The words ἀδιεγγητός, διευτακτής<sup>1</sup> seem to be new,<sup>1</sup> and so also is the term φόρος καρπόφορος for 'rent payable in produce,' doubtless the proper antithesis to φόρος ἀργυρικός, 'rent in money' (L.B.W. 323-4). διελθόν]των in l. 1 is a certain restoration from IV. a, l. 5. The requirement that the rent in money shall be paid within ten years, as provided in ll. 1-2 and in IV. α, ll. 4-6, is found also in L.B.W. 404, l. 13.

The meaning of διευτακτεῖν, 'to continue to pay regularly,' is shown by *Syll.*<sup>2</sup> 306, l. 15: ὅπως . . . οἱ μισθοὶ τοῖς παιδευταῖς εὐτακτέωνται.

If the missing portions of ll. 2-4 are correctly restored, it was possible for the discharge of the sureties (ἐγγυνοὶ) guaranteeing the money-rent due in the ten-year term (as in L.B.W. 404, ll. 12-13) to be effected by payment within that period of the equivalent of that rent in produce: φόρον] καὶ ὄντα καρπόφο[ρον]. This was but an anticipation of what happened at the end of the tenth year (l. 2) when the whole rent became payable in produce; cf. *Ath. Mitt.* xv. 1890, p. 273, n. 21 (cited above, p. 199) where after the tenth year only a certain proportion of the annual rent was thus payable.

#### V. (β).

This can scarcely be anything else than a grant or assignment (παραχώρησις) by Korris and others to Asklepiades (and others?) of a plot of land belonging to Zeus Labraundos; cf. L.B.W. 338 as amended by Judeich (*Ath. Mitt.* xiv. p. 390), where παρεχώρησεν—which is here restored—seems to be the true reading. No other verb denoting the disposition of the property and followed as here by a personal name in the dative (Ἀσκληπιάδη, l. 13) seems to occur in these documents except ἐμίθωσαν; cf. VIII. below, and *Ath. Mitt.* xv. p. 273, n. 21, cited above, p. 199. And in this case a μίσθωσις is obviously out of the question.

In l. 14 the traces of M before μέρος suggest that τέταρτομ is the

<sup>1</sup> But ἀδιέγγυος and ἐγγυητός and εὐτακτέω are known. I regret that pressure of work has prevented my using valuable notes kindly given to me by Prof. M. Rostovtzeff on the use of these terms in papyri documents.

missing word and that 700 drachmae<sup>1</sup> was the price of each fourth share into which under VI. β this land was divided.

The mention both here and in the companion document VI. ll. 2, 8 of Hermias and Korris as lessees for their respective 'syngenies' suggests the borrowing from the same source of the name Meniskos, which is here tentatively restored. It would seem that by our document three of the lessees mentioned in VI. transferred their interest to Asklepiades and others. The name missing in l. 13 of the magistrate Μένιππος Γλαύκου can be restored from VI. β, ll. 4, 12. He appears also in L.B.W. 426.

## VI.

Fragment *b*, published with the two fragments of V., *B.C.H.* xxii. 1898, p. 397, n. 45, epigraphic copy only. The block on which it is engraved seems originally to have been built in near that on which the fragments of V. were recorded. Or perhaps a single long block (*e.g.* 1.05 metres in length, like that which bears L.B.W. 329-332) may have borne both V. and VI.

The width of the inscribed portion missing on the left of our text is shown by the name Μενίππου in l. 4. This restoration is certain, since the same Μένιππος is obviously mentioned in l. 12, where reference is made to the year following that in which the document is dated. So also in L.B.W. 404, dated under Ἱεροκλῆς ὁ Μενίππου, the year immediately following is referred to as ἐπὶ στεφανηφόρου τοῦ μετὰ Ἱεροκλῆν Μενίππου (l. 6), and in L.B.W. 323-4, l. 14 (see VII. below) the ταμίαι of the next year are similarly specified.<sup>2</sup> The width of text missing on the right side is indicated by the restoration of ll. 7-8, in which the lessees belonging to the four συγγένειαι must have figured. We cannot be sure of the two missing names, but that of Megakles borrowed from l. 3 cannot greatly vary in length from the original. It will be seen that in many places the reading proposed is merely explanatory, but in *a* (ll. 1-3) the restorations

<sup>1</sup> This figure agrees well with the rental of 32½ drachmae restored below in VI β, l. 11, for Waddington has shown that the usual income from these lands was about 4% on their purchase price.

<sup>2</sup> A magistrate described as δ μετὰ τὸν δεῖνα is usually of 'next' year, because in reference to the magistrate of any year *before* the 'next' δ μετὰ would not occur, as his name would be known, and with respect to any year *after* the 'next,' the name of δ δεῖνα could not be mentioned, being unknown.

## VI.

(α)

... μετὰ κυρίου Ἀριστ[ίππου] τοῦ Φανίου τοῦ υἱοῦ αὐτῆς, καὶ [ὑπὲρ τῆς ἱερᾶς γῆς Διὸς Λαβραῦνδου ταμιῶν τῶν ἐν Ὀλυμῶι συγγενείων, ἀπὸ μὲν τῆς Μ]ωσσέων συγγενείας Ἑρμίου [τοῦ Μαρσίου, ἀπὸ δὲ τῆς Κυβιμέων Μέλανος τοῦ Νυσίου (?), ἀπὸ δὲ τῆς Σολωνέων Μεγακλείους (?)] τοῦ Ἀριστέ[ου], Καλλισθένου τοῦ Διογένου τοῦ Διογένου.

(β)

- Ἐπὶ στεφανηφόρου Μενίππου] τοῦ Γλαύκου, μὴνὸς Ξανθίκου ὀγδόηι ἀ[πίοντος, διηγύθησαν οἱ ταμίαι Ὀλυμέων . . . . .
- 5 . . . . .]δου τοῦ Μέλανος, Ἐπαιετὸς Οὐλιάδου, Ἑρμῖαν Μαρσίου, Μένισκον . . . . κλείους, Μεγακλῆν Ἀριστέου, Κόρριν Μενεκλείους,] μεμισθωμένους κατὰ τε τοὺς νόμους καὶ τὸ ψήφισμα τοῦ Ὀλυμέων δήμου τὸ ὑπογεγραμμένον Ἑρμῖαν μὲν τῆι Μωσσέων συγγενείαι τῆι ἐν Ὀλύμωι, Μένισκον δὲ τῆι [Κυβιμέων συγγενείαι τῆι ἐν Ὀλύμωι, Μεγακλῆν δὲ τῆι Σολωνέων συγγενείαι τῆι ἐν Ὀλύμωι, Κόρριν δὲ τῆι Κανθηβέων συγγενείαι τῆι ἐν Ὀλύμωι, γῆν ἐν τῆι Ὀλυμίδι ἱερὰν τοῦ Διὸς Λαβραῦνδου τὴν ὀνομαζομένην . . . . . ε]ρρα τὴν οὖσαν ἀμισθωτοὶ πᾶσαν, ἦν πρότερον εἶχεν ἐν μισθώσει καὶ . . . . .
- 10 . . . . . το]ῖς ἐγλογισταῖς Ἀντίοχος Σω[ . . . . . σὺν τοῖς ἐνοῦσι δένδρεσι πᾶσιν, ἐκάστου ἔτους ἀργυρίου Ῥοδίου λεπτοῦ δραχμῶν τριάκοντα δύο τετάρτης καὶ ἐπιδεκάτ[ου τόκου, ἃ καὶ διορθώσεται ἕκαστος αὐτῶν τὸ πρῶτον ταμίαις τοῦ Ὀλυμέων δήμου τοῖς ἐπὶ στ]εφανηφόρου τοῦ μετὰ Μένιπ[ον Γλαύκου, καὶ μετὰ ταῦτα καθ' ἕκαστον ἔτος εἰς ἑτὴ δέκα ἀπὸ τῆς γεγενημένης μισθώσεως.] διορθώσονται δὲ καὶ εἰς τὸν μ[ετὰ ταῦτα χρόνον φόρον ἀνεῖκον ἀνυπόλογον ἐκάστου ἔτους δραχμᾶς ἑκατὸν τριάκοντα παρὰ τὴν] δραχμὴν ἐὰν δὲ μὴ διορθώσ[ωνται τὸν φόρον πράξουσιν οἱ ταμίαι κατὰ τε Ἀντιόχου καὶ τῶν παραλαβόντων τὴν μίσθωσιν.] ἔγγυοι εἰς ἕκτεσις κατ[ὰ τὸν νόμον τῆι μὲν Μωσσέων συγγενείαι Ἑρμῖαν Μαρσίου Μασσωνέους (?), τῆι δὲ Κανθηβέων συγγενείαι Κόρριν Μενεκλείους Κο[ρμισκωνέους, ταῖς δὲ Κυβιμέων καὶ Σολωνέων συγγενείαις Μένισκος . . . . κλείους Πυρεμβωρδέους (?). μάρτυρε]ς δικασταὶ [. . . . .
- 15

may safely be taken from VII. (ll. 1-4), which clearly is a document of the same kind.

Similarly in  $\beta$ , l. 4, we can restore from VII., ll. 6-7: *διηγγήσαν οἱ ταμίαι* . . . because from the position of *μεμισθωμένους* in l. 6 and in VII., l. 9 we can infer with certainty that this instrument is, like I.  $\beta$  and VII.  $\beta$ , a *διεγγήσις*. In ll. 4-5 there is just sufficient space for the three missing names of *ταμίαι*.

The question now arises why *ταμίαι* here as in VII.  $\beta$ , not *μισθωταί* as in I.  $\beta$ , should have received suretyship guaranteeing the payment of the rent. The explanation is, I believe, to be found in the mention (VI., l. 1; VII., l. 2) of Hermias and the other tenants of the *ἱερὰ γῆ* as *ταμίαι*, not of the *demos* of Olymos, but of its constituent *συγγένειαι*.

We learn from VII., l. 9 and I., l. 11 that each lease was authorized by a special *ψήφισμα*—a hint followed in the restoration of our l. 6. It seems probable that such a *ψήφισμα*, in each case, authorized and directed the *ταμίαι* of Olymos to take sureties for the lessees who, as *ταμίαι* of Mossa, Kybima, &c., were hiring the temple lands for the benefit of their fellow villagers. This explanation serves also to account for the phrase in V., l. 11: *μεμισθωμέν]ου εἰς πατρικὰ τῆι Μωσσείων συγγε[νείαι*, and for the similar phrase above (ll. 6-8): *μεμισθωμένους . . . τῆι Κανδηβέων συγγε[νείαι*. The former may be translated: 'holding an hereditary leasehold for the community of the Mosseis.'<sup>1</sup> In VII., l. 10, Dionysios and Hermias are lessees of temple land which had previously been held by Melas for the *Kybimeis* (VII., l. 3), so it is probable that these two new lessees were, like Melas, tenants for that village community, and that under the special *ψήφισμα* (VII., l. 9) the *ταμίαι* of Olymos were directed to take sureties for their payments of the rent due to the temple. When, however, as in I.  $\beta$ , the *μισθωταί* made a lease to an individual tenant they—and not the *ταμίαι*—took sureties to guarantee his solvency.

The amounts of annual rent restored in ll. 11 and 14 are mere guesses, but it seems certain that here, as in III., each tenant paid his proportion of the whole rent (= 130 dr.?) less one drachme ( $32\frac{1}{4} \times 4 = 129$ ) and that the amount of the total rent was mentioned in l. 14.

The *Ἀντίοχος* of l. 10 is the late tenant, whose default had left the

<sup>1</sup> For this meaning of the dative cf. L.B.W. 331 (= *Ath. Mitt.* xiv. 1889, p. 381) l. 7, where *πρίασθαι τοῖς θεοῖς τὰ ἔργα* means 'to buy the lands for the gods.'

land untenanted (l. 9), but as he still paid *την δραχμήν* (l. 14) his name may be restored in l. 14-15; cf. IV. *a*, l. 14; IV. *β*, ll. 8-9.

The restoration of ll. 15-17 is due to the suggestion of M. Haussoullier that these lessees, who acted only as agents or nominal tenants, could probably serve as the sureties for one or more *συγγένεια*.

In l. 13 it is likely that the amount of rent specified in l. 11 was limited to a term of ten years. An annual rental, payable thereafter and equivalent to the total rent due by the four *συγγένεια* but not including the *τόκος*, was evidently stipulated in l. 14. The aim of the *ταμίαι* of Olymos was to guarantee the rent, and these *ἔγγυοι* of l. 15 were sureties for its punctual payment within the given period.

The mention in l. 5 of *Ἐπαινετὸς Οὐλιάδου* is interesting as an indication that L.B.W. 323-4, which Judeich thought later than the other documents of the series (*Ath. Mitt.* xiv. p. 393), in fact belongs to the same period as the rest. This man, who appears as *κτηματοῶνης* in L.B.W. 414, is clearly a contemporary of *Καλλισθένης τοῦ Διογένου τοῦ Διογένου* (l. 3), and the latter is already known from L.B.W. 323-4, l. 4 (see VII.).

The date of VI. *β* must be earlier than that of V. *β*, since the lessees of VI. *β* reappear in V. *β* as assignors of their leasehold interest.

## VII.

This important inscription is engraved on two blocks of marble found at Olymos and now in the Louvre, where Judeich has revised it (*Ath. Mitt.* xiv. p. 387). As Waddington's text (L.B.W. 323-4) and that of Euler (*De locatione conductione*, 1882, p. 45<sup>1</sup>) are not satisfactory, it is here reprinted with a few emendations from Le Bas' copies corrected by Waddington and Judeich.

In ll. 7-8 Waddington reads: *Ἀρτέμων Ἐρμογένου, [Φανίας] Ἀριστέου, Ἀριστέας Φανίου, ταμίας Ὀλυμῶν, Ἐκαταῖος Μενίπ[που, Ἀ]ρτέμων καὶ Κρατῖνος κατὰ τὰ ἕξ μέ[ρη . . . κτλ.*

But it is obvious that in l. 7 we should read [Κρατῖνος] Ἀριστέου, to correspond with the subsequent enumeration: *Ἐκαταῖος μὲν [καὶ Ἀ]ρτέμων καὶ Κρατῖνος*, and that at the end of the line we should *not* restore *Ἐκαταῖος Μενίπ[που* because this man's name is twice given as *Ἐκαταῖος Αἰνέου* (ll. 7, 14).

<sup>1</sup> Known to me only from the reference in *Ath. Mitt.* xiv. p. 387.

= L.B.W. 323-324).

(a)

... . 'Ασκλη]πιάδου μετὰ κυρίου τοῦ υἱοῦ 'Αριστίππου Φανίου, καὶ ὑπὲρ τῆς ἱερᾶ[s  
 τοῦ Διὸ]s Λαβραῦνδου ταμιῶν τῶν ἐν [Ῥολύμωι] συγγενειῶν, ἀπὸ μὲν τῆς Μωσσέων 'Ερμίου τοῦ Μαρσίου, ἀπὸ δὲ τῆς Κυ-  
 [έων] Μέλανος τοῦ Νυσίου, ἀπὸ δὲ τῆς Κ[ανδη]βέων 'Απολλωνίου τοῦ Μενίππου, ἀπὸ δὲ τῆς Σολωνέων Μεγακλείους τ[οῦ  
 σ]τέου, Καλλισθένου τοῦ Διογέου [τοῦ Δι]ογένου, καὶ αὐ(λ)ῆς τῆς ἐν Κυβίμοις καὶ τῶν προσόντων οἰκοπέδων εἰς τὰ ἡμ[ι]-  
 π]αρόντων μαρτύρων τῶν γειτόνων Φα[νίου τοῦ] 'Αριστέου Περβίλα, Μενίππου(υ) τοῦ Μενίππου, Πολίτου τοῦ Νυσίου. (β) 'Ε(π)[ι]  
 ]φανηφόρου Οὐλιάδου τοῦ Πόλλ[ιος τοῦ] Πλωτέου, μηνὸς Περιτίου δεκάτη ἀπίοντος, διηγγήσαν 'Εκατ-  
 ος Αἰνέου, 'Αρτέμων 'Ερμογένου, [Κρατίνο]s 'Αριστέου, 'Αριστέας Φανίου, ταμία(ι) 'Ολυμέων, 'Εκαταῖος μὲν [καὶ  
 ρτέμων καὶ Κρατίνο]s κατὰ τὰ ἐξ ἐμ[ε]ρῆ 'Αρισ]τέας δὲ κατὰ τὸ ἔβδομον, Διονύσιον Πόλλιο καὶ 'Ερμίαν 'Εστι[αίου με]-  
 θωμένους εἰς πατρικά, καθότι ἔφ[ασαν] 'Ολυ]μεῖς ἐψηφίσθαι, γῆν ἐν τῇ 'Ολυμίδι ἐγ Κυβίμοις ἱερὰν 'Αρτέμιδο[s καὶ] 'Απ-  
 λωνος 'Ολυμέων, ἣν πρότερον εἶχ[εν ἐν] μισ]θώσει Μέλας Νυσίου, σὺν τοῖς ἐνοῦσι δένδρεσι συκίοις, ἐκ[άστου] ἐ-  
 νος δραχμῶν ἑκατὸν καὶ λιβανωτοῦ [. . . . .], ἐφ' ᾧ ἔξει τὴν προγεγραμμένην γῆν Διονύσιος καὶ 'Ερμίας [αὐτοὶ καὶ οἱ  
 αὐτῶν ἢ οἷς ἂν ἡ κληρονομία τῶν [ὑπαρχόν]των αὐτῶν καθήκηι, καὶ τελέουσιν 'Ολυμεῦσιν κατ' ἐνιαυτ[ὸν τὸν προ]-  
 ]γγραμμένον φόρον ἄνεικον ἀνυπό[λογον, διορ]θούμενοι τὸ μὲν καθήκοντα φόρον ἀργυρικὸν εἰς τὸ πρῶτο[ν ἐν μηνί]  
 . . . . . ταμίαι τοῦ 'Ολυμέων δήμου τοῖς] μετὰ τοὺς περὶ 'Εκαταῖον Αἰνέου ἐπὶ στεφανηφόρου τοῦ με[τὰ] Οὐλί-  
 ην Πόλλιο τοῦ Πλωτέου, καὶ εἰς τὸν μετὰ] ταῦτα χρόνον ποιήσονται τὴν καταβολὴν τοῖς ἀεὶ καθισ[ταμένοι]s  
 ταμίαις . . . . .]

The text of 324, as rendered in type by Le Bas, shows MENI\*, not MENIΠ, so that Waddington's restoration has no justification; nor is his reading Περιτ[ίω] borne out in l. 14 by the epigraphic copy. In l. 5, his punctuation: Φα[νίου τοῦ] 'Αριστέου, Περβίλα κτλ. conceals the fact that Περβίλας was the Carian 'second' name of Phantias. Such a native name is usually placed after the Greek name and the patronymic of its bearer; cf. *B.C.H.* xii. p. 26, n. 9, l. 6 (from Mylasa): [Με]νοῖτου τοῦ Λέοντος Οὐώκεω.

In ll. 9, 13 Waddington's μισθωμένους, οἱ μισ]θούμενοι, should be με]μισθωμένους, διορ]θούμενοι. The tenant is in these documents never called ὁ μισθούμενος, but only ὁ μεμισθωμένος or ὁ μισθωσάμενος. In ll. 4-5 the reading εἰς τὰ ἡμ[ίση] is certain; cf. *C.I.G.* 2694 (b), ll. 6-7; *B.C.H.* xix. 1895, p. 559, l. 11. In ll. 10, 15 where ἐν μισ]θώσει, εἰς τὸν μετὰ] ταῦτα are restored, the prepositions ought not to be omitted as they are in Waddington's text.

## VIII.

This document, published without epigraphic copy by Hula and Szanto (*Wien. S. Ber.* 132, 1895, ii. p. 16, n. 10) is instructive if properly restored, because it is the best specimen from Mylasa-Olymos of the beginning of a lease (μισθωσις), and still more because we possess the copy practically complete of the ψήφισμα under which this very lease was made.

VIII. (= *Wien, S.B.* 132, 1895, ii. p. 16, n. 10).

. . . ρι μει . . .  
 ]λοις ου, καὶ πέραν τῆς ὁδοῦ τ(ῆ)ς ἐ(π)ί [. . . . . φερούσης . . . . . καὶ ὑπὲρ τὰς φυ-  
 λετικὰς γέας] Δ[ι]ὸς Ὀτωρκονδέων αὐτοῦ Θρασέου τοῦ [Πολίτου τοῦ Μέλανος Γράβου κατὰ δὲ υἰοθεσίαν  
 Ἑρακλείτου Ἑρακλείδου, καὶ ὑπὲρ τὰ(ς) φυλετικὰς γέας . . . . .  
 5 Μίσθω[σις].  
 Ἐπὶ στεφαν[ηφό]ρου Φαίδρου τοῦ Ἀριστέου ἱε[ρέως Ἀφροδίτης Εὐπλοίας, μηνὸς . . . . . ἐπὶ  
 δέ[κα], ἀγαθῆ τύχῃ ἐμίσθωσαν οἱ ταμίαι τῆς [Ὀτωρκονδέων φυλῆς . . . . .  
 Ταρκονδαρεὺς, Λεωνίδης Δι]ονυσίου Μαννίτης, Θρασεῖαι Πολίτου τοῦ Μέλανος Γράβου κατὰ δὲ υἰοθεσίαν  
 Ἑρακλείτου Ἑρακλείδου Ὀγονδεῖ < s > [γέ]ας ἐν [τῶ]ι Ὀμβιανῶν πεδίων ἐν Λευκῆ κώμῃ τὰς ὀνομαζομε-  
 10 να[ς ἐν Ὀ]ρθονδουάκοις σὺν τοῖς ἐνοῦσιν [ἀ]μ[πέλων ὄρχοις ἐξή]κοτα δυσὶν καὶ δένδρεσιν ἐλαίνοις  
 τρισί]ν καὶ τοῖς ἄλλοις δένδρεσι πᾶσι]ν, καὶ ἄλλας γέας τῆν τε καλουμένην Ἀρμοκόδωκα καὶ τῆν ἐχο-  
 μένην ταύτης ἕως τῆς Τροβαλισσικῆς ὁδοῦ καὶ ὡς τὰ ὕρια πέπηγεν, σὺν τοῖς ἐνοῦσι δένδρεσιν ἐλ-  
 α]νοῖς πᾶσι(ν), ἃ καὶ ἅ[παντα παρὰ Θρασεῖον ἐπ]ρίαν]το, καὶ τῶι [Θρασεῖαι δραχμὰς πεντακισχιλίας μηνὶ  
 τῶι ἐνεστῶτι τιμῆν [ἀπέ]δωκαν, ἐφ' ὧι ἔξει αὐτὰ εἰς πατρικὰ αὐτὸς καὶ οἱ ἐξ αὐτοῦ ἢ οἷς ἂν ἢ κληρονο-  
 15 μία τῶν ὑπαρχόνων καθ[ήκη], καὶ [τε]λέσ[ει ἐκάστου ἔτους ἐν τῶ]ι . . . . . μηνὶ φόρον τοῖς τῆς φυλῆς ἀεὶ  
 καθισταμένοις ταμίαις ἀνεικον ἀνυπόλογον [ἀργυρίου Ῥοδίου λεπτοῦ δραχμὰς ἑκατόν] ἄρξει δὲ αὐτῶι  
 [τῆς μισθώσεως ὁ ἐνεστῶς μείς, καὶ ποιήσεται] τῆν [καταβολὴν τῶν ὑπολιπομένων μηνῶν μέχρι τοῦ . . . . .  
 [μηνὸς κτλ.

The original editors accurately restored ll. 9, 10, 12 which show that the inscription had a width of about eighty letters, but they were misled in reading Ὀγονδέ(ω)ς instead of Ὀγονδεῖ<s> in l. 9 and so restored l. 8 as follows:

. . . Μαννίτης τὰς πωλουμένας ὑπὸ Θρασέου τοῦ Πολίτου καθ' υἰοθεσίαν δὲ

This reading leaves the document suspended, so to speak, without a lessee, and is clearly erroneous because, in order to reduce the line to a proper length, it cuts out a part of Thraseas' name (τοῦ Μέλανος Γράβου) never omitted in the other passages where he is mentioned. In *B.C.H.* xii. 1888, p. 26, n. 9, ll. 14-18, from which the above restoration of l. 3 is taken, his full name is twice repeated along with that of his brother Δράκων.

Another obvious mistake of the editors is their version of l. 14: . . . τιμῆν] ἀργυρίου Ῥοδίου λεπτοῦ δραχμὰς ἑκατόν . . . thus confusing price with annual rental. The reference in ll. 13-14 is to the following passage in the ψήφισμα by which this lease was authorized: τιμῆς τὰ πάντα ἀργυρίου Ῥοδίου λεπτοῦ δραχμῶν πεντακισχιλίων (*B.C.H.* xii. p. 30, l. 12) whence the restoration easily follows. In l. 14 the engraver wrote . . . πᾶσι τὰ καὶ . . . instead of πᾶσι(ν) ἃ καὶ . . . probably because he confused this with the other form of phrasing found in *Ath. Mitt.* xv. 1890,

p. 273, n. 21: . . . δένδρεσι πᾶσι, τὰ καὶ ληφθ(έν)τα . . . παρὰ Ἰάσονος. The rest of our document could be restored by following the two parts of the ψήφισμα on which it is based: *I.J.G.* i. pp. 242-4; pp. 246-8; and it may be noted that the width of text is in both these fragments the same as in our document.

## IX.

L.B.W. 393, which Dareste, Haussoullier and Reinach (*I.J.G.* i. p. 258, note 2) regard as a separate inscription, must be merely an imperfect copy of *I.J.G.* i. p. 242-4, made when the left side of the stone was still covered up by the masonry into which it was built when Le Bas saw it. This is evident from the identity in the earlier and later copies (L.B.W. 393; *B.C.H.* v. p. 108) of the breaks on the right of each line and of the position of the letters immediately preceding each of those breaks.

A puzzling duplication of documents thus disappears.

## SUMMARY.

The fresh information derivable from these inscriptions respecting legal rules and customs may be summarized as follows:—

*Leases to συγγένειαι.*

The temple lands belonging to the *demos* of Olymos might be let to an individual acting as agent for one of the four *συγγένειαι* which composed the *demos*. This individual was probably always the treasurer (ταμίης) of his *συγγένεια* and might, as shown below, act as its surety (ἔγγυος) for the guaranteeing of the rent due to the treasurers of the *demos*. A plot of land might, as in V.β, be let jointly to the representatives of several *συγγένειαι*, each of whom paid a portion of the rent corresponding to his share of the land. See also VI.β.

*Assignment of Leases.*

The lessee was often, as in II.β, ll. 10-11, IV.α, l. 4, V.α, l. 7, authorized to assign his lease. If he did so, he continued to pay the nominal rent of one drachme (τὴν δραχμὴν: IV.α, l. 11, IV.β, l. 7, VI.β,

l. 14), thus keeping alive his liability as lessee. And if, in consequence of the assignee's failure to pay his rent, the land had to be relet—such *ἀναμίσθωσις* is mentioned in IV. *a*, l. 12, and actually occurs in III.—the new tenant paid the same rent as the assignee, namely the amount of the original rent less the one drachme still paid by the original lessee (III. ll. 9–11, VI. *β*, l. 11).

*Payment of Rent in Produce.*

If during a given period, say ten years, the lessee paid his money rent in full, he was sometimes allowed thereafter to pay it in produce (V. *a*, l. 2). That mode of payment was evidently regarded as a privilege.

*Suretyship guaranteeing the Rent.*

The rich documentary material from Mylasa-Olymos long since made known the forms of *ὠνή*, of *ἔμβασις*, of *μίσθωσις*, and of the various types of *ψήφισμα* relating to those transactions.

But of *διεγγύησις* we had hitherto but one specimen, VII. *β*. To this are above added six fragments, I. *a*, I. *β*, L.B.W. 325, II. *a*, II. *γ*, VI. *β*, which show how sureties were taken for the payment of the rent due by the lessee.

The view which best suits the above documents, especially I. *β*, VI. *β* and VII. *β*, is that, as *διεγγύησις* signifies the acceptance of suretyship, so *διηγγύησαν* here denotes, not 'acted as sureties for' (the ordinary sense as given in the dictionaries), but 'accepted suretyship for,' that is, received guarantees from certain persons (enumerated below as in VI. *β*) that the undertakings of the lessee would be performed. This translation of *διεγγυάω*<sup>1</sup> I owe to M. Haussoullier, for whose kindness in reading proofs and in helpful criticism I am most grateful.

When, as in VII. *β*, we find that three of the *ταμίαι* received guarantees respecting six-sevenths of the rent in question, whereas the remaining *ταμίαι* was interested only in the remaining one-seventh, we must assume that for some reason as yet unknown, but probably connected with the ownership or origin of the sums invested in the land, the share in it protected by each of the four *ταμίαι* might vary. It seems not improbable that each of them represented on the Board of Treasurers of Olymos one

<sup>1</sup> See J. Partsch, *Gr. Bürgschaftsrecht*, 1909, p. 112.

of the four constituent *συγγένηται*. And if in VII. β the money invested in the property was as to two-sevenths supplied by each of three *συγγένηται*, and as to one-seventh by the fourth, it is intelligible that three of the *ταμίαι* should have required guarantees for six-sevenths, and the fourth *ταμίης* for only one-seventh of the rent payable for the land.

The document in which the *διεγγύησις* was embodied is not an undertaking or stipulation by the surety. It is a mere statement that suretyship has been accepted and a rehearsal of the terms of the lease, followed by an appendix naming the sureties.

We learn (1) that there might be a single surety, as in II. γ, or several sureties, as in the other instances; (2) that the officials taking the suretyship were either the 13 *μισθωταί*, where the lessee was taking the land on his own behalf (I. β), or the 4 *ταμίαι*, where the lessees represented *συγγένηται* (VI. β, VII. β); (3) that, in the latter case, the lessee representing the *συγγένηται* might probably act as its *ἔγγυος* (V. β, ll. 15-17); (4) that where the rent was payable in cash, payment by the lessee of its equivalent in produce might discharge the liability of the surety (V. α, l. 4).

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