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Koinodikion:

A Study of Judicial Process as a Diplomatic Tool in Hellenistic Crete

by

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This is dedicated to my mother.

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This study investigates the nature of *koinodikion* (“shared tribunal”) in Hellenistic Crete, addressing questions of what it was and how it functioned in intercity treaties, and particularly its relationship to the Cretan Koinon, or federation. In my report, I examine *koinodikion* through a close reading of the inscriptional (IC IV.197, IC III.iii.4, and a new treaty between Gortyn and Knossos) and literary (Polybius 22.19.1-5) evidence, observing not only its use in a particular passage, but also that passage's significance in context of the whole document. I then compare my findings in the Cretan context to attestations of *koinodikion* from outside of Crete, where the Cretan Koinon was not a factor. Finally, I examine two earlier Cretan inscriptions (IC IV.80 and IC I.xvi.1) to reconstruct a cultural context for shared judicial practices.

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Introduction: What is *Koinodikion*?

The subject of my thesis is *koinodikion* and its use and implications in inscriptions from Hellenistic Crete. The word is most commonly translated “shared tribunal”; it appears in three inscriptions from Crete (IC IV.197, IC III.iii.4, and an unpublished inscription from Chersonesos) and a passage in Polybius (22.19.1-5). *Koinodikion* appears to be a court involving people from different jurisdictions, but since the ancient sources do not provide a definition or an exhaustive explanation of particulars such as location, the procedure, whether the “shared” quality had to do with the identities of the judges or the litigants or both, whether it functioned in an arbitrational role or as an appeals court, even whether it handled public or private cases or both, the best one can do is to go back and reexamine what evidence is present. I intend to carry out this examination with very close readings of the sources, focusing upon *koinodikion* not only in its immediate passage, but also that passage in the context of the entire text.

I organize the following study in four parts. In the first, I briefly review the dominant interpretations of *koinodikion* from the scholarship of the last century. The second part is a thorough examination of each of the sources that explicitly mentions *koinodikion* in a Cretan context. Of these, IC IV.197, IC III.iii.4, and Polybius 22.19.1-5 have been published; the fourth, which I have called the “Chersonesos Stone”, has been made available to me through the generosity of Dr. Angelos Chaniotis, who published an article on the inscription in 1999 but is only now in the process, together with Dr. Charilambos Kritzas, of preparing the final edition for publication. These texts are, for the most part, long and complicated, with the term *koinodikion* occurring in, at most, one

or two of their provisions. Rather than restrict my focus to the provisions in which the term occurs, I have undertaken a close study of the texts in their entirety in order to ascertain the overall focus of the text and the role of *koinodikion* within it.

Part Three examines the occurrences of the term *koinodikion* beyond Crete by examining the few contemporary texts that mention it. These include four papyri from the reign of Ptolemy IV Philopator in Egypt, a letter from Eumenes II of Pergamon regarding a feud between the city of Teos and Dionysiac artists, and an inscription on a seal stone from Delos. The non-Cretan comparanda enable the study of the word in political structures that differ from Crete's (e.g. in the strongly autocratic, yet culturally divided realm of Ptolemaic Egypt, and in the uneasy relationship between an independent city and an independent guild, whose dispute the Attalid king arbitrates), and thus allow us to consider what the word means on its own, without the Cretan political and social context. They also permit us to speculate on the geographic range of the term, and perhaps even its origins.

The final part deals with two relatively early Cretan inscriptions, IC IV.80 and IC I.xvi.1 that do not explicitly mention *koinodikion*. Both, however, are intercity agreements that establish a judicial venue for the adjudication of private disputes; even if we cannot establish an exact pedigree for *koinodikion*, we can at least consider the diplomatic, social, and political environment that preceded our earliest attestation of it.

Notes on Modern Scholarship

The modern scholarship tends to view *koinodikion* as a tribunal for individuals of

different jurisdictions to settle their disputes, although there are those who think that it is a procedure or a shared cultural practice for dispute settlement. In addition, scholars debate over whether *koinodikion* was an intrinsic facet of the Cretan Koinon as, for instance, its federal court. The Cretan Koinon was a federal arrangement formed by the Cretan city-states during the Hellenistic Period. While *koina* of independent cities were a common feature of Greek political organization during this time, the Cretan Koinon, as I shall discuss below,¹ stands out as lacking many of the normal features of other Hellenistic *koina* such as federal citizenship or a federal dating system.²

Margherita Guarducci's view is representative of the mainstream, that *koinodikion* is the tribunal of the Koinon. She argues that the use of the word outside of Crete, such as in the letter of Eumenes II³ simply means “mixed tribunal”, whereas on Crete it could be a “common tribunal” composed of representatives from the different cities, and possibly, from the evidence of Polybius 22.19.1-5, even mean “federal law”.⁴ The commonality between the two definitions is simply that the court has jurisdiction over more than one political community.

Ronald Willetts also associates *koinodikion* with the Koinon, but unlike Guarducci⁵, who places the Koinon's foundation in the Hellenistic Period, dates the Koinon back to the Archaic Period⁶. He describes the *koinodikion* as something that “might be thought of in terms of mutually agreed federal custom, traditionally based upon

¹See p. 37.

²For instance, IC IV.197 dates a Koinon decree based upon the eponymous officials of Gortyn and Knossos.

³Welles #53.

⁴Guarducci 1950 154.

⁵Guarducci 1950 143, following van Effenterre.

⁶Willetts 1975 220.

an ancient practice of submitting disputes to the arbitration of a tribal confederacy,”⁷ and that it was the authority of this custom that was invoked in IC III.iii.4, which provides for a court to settle the two cities' disputes in the absence of *koinodikion*. In other words, it either was or was descended from an **arbitrational** body, and it was used to settle disputes. He argues that *koinodikion* is actually evidence for an archaic koinon, seeing it as a reflection of Dorian kinship ties – and the Koinon itself as growing from Dorian tribal federations – based upon what he sees as similar to *diagramma* in a fifth-century treaty between Knossos and Tyliisos.⁸

Maurice Van der Mijnsbrugge's 1931 book, *The Cretan Koinon*, interprets *koinodikion* to be not a court, but rather a contract that cities had to agree to in order to join the Cretan Koinon.⁹ By accepting *koinodikion*, this meant that cities were to adhere to the *diagramma* which, he thought, was “compulsory arbitration for public international differences.”¹⁰ Thus, *koinodikion* is not a court, but rather the agreement to go to arbitration before going to litigation or war, and the Cretan Koinon really a “treaty of peace”.

Most influential of the views that separate *koinodikion* from the Koinon is that of Henri van Effenterre. He notes that most scholars characterize the Koinon itself as a diplomatically loose institution, with most city-states having the autonomy to make

⁷Willets 1975 220.

⁸Willets 1975 221. The main problem I have with this argument is that Willets does not really define *koinodikion* for his own purposes here (unless the reader is expected to consult Van der Mijnsbrugge's book for a definition), nor does he provide a very clear explanation of how he is using IC I.viii.4 (Knossos/Tyliisos); as a result, the reader is forced to take his word that a concept (which he has not fully explained) is analogous to an action in IC I.viii.4, for which he does not provide the text nor fully explain.

⁹Van der Mijnsbrugge 1931 50.

¹⁰Van der Mijnsbrugge 1931 51.

alliances outside of Crete, with or without the Koinon's approval. He argues that *koinodikion* is a “mixed court”, not a federal court,¹¹ and, in a variation on Van der Mijnsbrugge, suggests that “l’instant que les Crétois admettaient des tribunaux mixtes, ils pouvaient aussi bien accepter une juridiction fédérale.”¹² Ultimately, he concludes that a sure connection between the Koinon and *koinodikion* cannot be documented.

Sheila L. Ager's 1994 article serves as an excellent way to examine all the texts in question, as well as to cover the main views on *koinodikion* up to that point. She interprets *koinodikion* to be a court of “mixed jurisdiction”; she also agrees with Van Effenterre, viewing interpretations of a federal tribunal as “based on an overly optimistic reading of the evidence”, which, she says, disregard the “putative nature of the Koinon itself”.¹³ She concludes that it is either a “concept or a type of court”¹⁴ set up on an ad hoc basis to deal with the disputes of the citizens who fell under its bilateral jurisdiction. The appeal of this view is that it allows *koinodikion* to function in Crete without being bound to the Koinon, an otherwise extremely ephemeral federal structure.¹⁵

Philippe Gauthier's examination of *koinodikion*, in his 1972 book *Symbola*, interprets it to be a federal tribunal made up of judges from several cities that settled public disputes between cities, or between individuals and cities. Private disputes, he argues, were the realm of bilateral agreements with which two individual city-states set

11Van Effenterre 1948 146-7: By Van Effenterre's reading, the *koinodikion* in the Anaphe *asylia* treaty (IC IV.197) would be comprised of Anaphaians and Cretans, rather than a federal court comprising only Cretans.

12Van Effenterre 1948 147.

13Ager 1994 15.

14Ager 1994 18.

15Oddly enough, the inherent assumption here is that the institution **actually functions**. See below for my comments in response to this.

up a judicial venue to address problems particular to their mutual situation.¹⁶

I have chosen to mention separately the view taken by Chaniotis on *koinodikion* in his 1996 collection of Cretan Hellenistic treaties¹⁷, even though it probably falls under the first category. Chaniotis argues that *koinodikion* is connected to the Koinon, but that the Koinon itself is merely a bilateral creation that exists when Gortyn and Knossos are at peace, and consists of these two cities and their allies.¹⁸ He concludes that it is **like** a federal court, and that it functions as a venue for settling disputes between two parties of disparate jurisdictions.¹⁹ The view certainly accommodates both the reality of Cretan political upheaval and sources that seem to connect *koinodikion* and the Koinon.

Chaniotis' view is confirmed in the most recent evidence, an inscription I am calling the “Chersonesos Stone”, which demonstrates the bilateral quality of the Koinon, but also that *koinodikion* was definitely the court associated with it.²⁰ I will have much more to say on the subject, as I will be presenting Chaniotis' text of the inscription and my own translation of it in the second part of my study.

16Gauthier 1972 323.

17*Die Verträge zwischen kretischen Poleis in der hellenistischen Zeit.*

18Chaniotis 1996 143.

19Chaniotis 1996 143: “Das Koinodikion *ähnelt* einem Bundesgericht.”

20Chaniotis' 1999 article examines and provides a summary for the inscription; the publication of it is forthcoming.

Chapter 1: Attestations of *Koinodikion* on Crete

I. IC iv.197: first half of the 2nd century (see Appendix, Document I)

This inscription, discovered on the island of Anaphe, is a declaration of *asylia* protecting the citizens of that island from marauding seafarers sailing out of Crete. In many ways, this document provides the strongest in favor of *koinodikion* as an instrument of the Koinon, as well as offering a view into the way in which the Koinon itself might function.

Let us begin with who and what is actually mentioned in the text. We are told that it is the result of a decision (ἔδοξε) of the synhedron (council?) and the “Koinon of the Cretans” (τῶν κοινῶν τῶν Κρηταίων) and that this meeting convened at Knossos (lines 1-3). The dating then follows, with the year, month, and day reckoned according to the Gortynian and Knossian systems, respectively, by kosmos and local month – a formula which, incidentally, takes up the first half of the inscription.

In the second half, the document grants *asylia* to the Anaphaians’ *polis* and *chora*; this appears to follow a previous declaration protecting the Anaphaian sanctuary²¹, also issued by the Koinon of the Cretans. It then goes into the legal process that would ensue in a case of *sylē*, or violation (lines 17-25). What is interesting about this violator (he who acts violently against any one of the Anaphaians) is that the document is more

21 (lines 12-17) It should be noted that ἔερδον is educated conjecture and not actually extant in the text. However, it is quite clear that something else on Anaphe already has *asylia* and it is probably very likely to be the sacred precinct. Rigsby 1996 358 notes that this is the best candidate we have for evidence of extension of inviolability from the shrine to encompass the *polis* and its *chora*.

concerned with where he is apprehended than his citizenship. Tellingly, he need not be a Cretan, but, by virtue of having started out from Crete²², he is subject to this legal arrangement between the Cretan Koinon and the *polis* of Anaphe. Furthermore, the citizenship of those who capture him appears to be very important: the document then distinguishes between two legal procedures: “among the Anaphaians (ἐν] τε Ἐναφάιου[ς])” he is liable to “any action they should proscribe”, while “in *koinodikion*”, he is *aprodikos* and *apربولος* – that is, lacking the option to arbitrate or the need for his accuser to make a deposit. The simplest logical way in which this could work would be if the choice of which procedure were determined by whether the one capturing the violator was Anaphaian or Cretan.

The parallel structure of this legal division raises some questions. First of all, how are we to know which condition applies? The simplest proposition that it is a question of where the violator is captured – especially since the violator becomes liable because of whence he sailed and where he attacked – which would then mean that the first condition applies to someone captured by the Anaphaians and the second to someone captured by the Cretans.²³ By extension, this would indicate that “in *koinodikion*” is the Cretan court. The only problem with this is that the document is otherwise very precise in its usage of “Crete” and “Cretans”: the “koinon of the Cretans” is mentioned twice, once at the beginning of the resolution, and once in reference to the previous resolution, and “from Crete” ([ἐκ Κρήτ]ας) is the conjectured text to describe the violator’s point

22 (line 19) This is handled by a participle, ὀρμιόμενων, from ὀρμάω.

23Rigsby 1996 360. Rigsby observes that this applies to someone who attacks the Anaphaians on land; an Anaphaian attacked at sea does not seem to receive *asylia* from the Cretan Koinon.

of origin. If *koinodikion* indeed stood for the the common court of the Cretan Koinon, could the document not have specified this as it did twice before, or is this simply not necessary? Furthermore, does the statement that the judgment gains authority “according to the *diagramma*” have any bearing? If *diagramma* is a Cretan institution, then it would mean that the enforcement of the decision has authority according to Cretan legal practice (*praxis*).

Another option is that the *koinodikion* is a joint court, but it would come into effect if Cretans captured the violator, and would comprise of both Cretans and Anaphaians. This would certainly address the terminological difference between “Koinon of the Cretans” and “in *koinodikion*”, and also leaves open the possibility of a definition of *koinodikion* that is not linked to the Cretan Koinon. Van Effenterre notes that the phrase “ἐν κ]οινοδικίῳνι” lacks an article, which he says, indicates that this *koinodikion* is not a unique, established court but rather, in his opinion, something instituted here to accommodate the arrangement with the Anaphaians.²⁴

One final issue to consider is the efficacy of the whole arrangement. Trying a violator, regardless of his origin, in a court convened by those who captured him, allows an expediency suggested by the stripping of rights/procedures in *koinodikion*. But how satisfied would the Anaphaians be with the whole procedure? If the *koinodikion* were indeed simply the tribunal of the Koinon, would the Anaphaians allow a unilateral Cretan court to handle violators of Anaphe for the sake of expediency or would they worry that

²⁴Van Effenterre 1948 147. Guarducci 1950 152 disagrees: she says that the lack of article in this reconstructed portion is parallel to the phrase “ἐν] τεῖ Ἀναφάλοι[ς and therefore is not a significant counter-argument to the claim that the *koinodikion* is the federal tribunal.

the Cretans would be too easy on the defendants?²⁵ Would the Anaphaians not have preferred instead a joint court of Cretan and Anaphaian representatives? In either case, the option of Anaphaian prosecution appears to combine the economy of trying the defendant on-site, and a guarantee that the Anaphaians themselves may handle him as they see fit.²⁶

II. IC III.iii.4: Early second century (see Appendix, Document II)

This document is an agreement between the Cretan cities of Hierapytna and Priansos that seems to pick up where a previous treaty among the two cities and Gortyn broke off. It is eighty-three lines long and largely complete. The text includes three provisions that detail judicial procedures (lines 46-53, 58-65, and 65-71). Most analyses of the mention of *koinodikion* in this text handle either one of or both judicial passages; I would begin instead with a broad survey of the whole treaty, aided by Chaniotis' analysis²⁷, so as to see how the judicial stipulations function in the context of the whole.

The agreement begins with the invocation of the gods and the dating according to the local calendar and leading kosmos of each city. It sets the current treaty, established by a shared decision of the two cities, in the background of previous agreements set up

²⁵Gauthier 1972 324 believes that this meeting of the *koinodikion* was a special arrangement as part of the *asylia* decree, which was one of the few attested functions of the Cretan Koinon.

²⁶Ager 1996 18, while introducing her collection of arbitrational inscriptions, notes that none of the inscriptions detailing a decision have been found in any of the “losing” cities; on the other hand, this is a declaration of *asylia*, not an arbitral verdict, and Anaphe could very well have prized protection from Cretan marauders over other matters, particularly if they had also been granted jurisdiction over anyone they apprehended.

²⁷Chaniotis 1996 #28.

between Hierapytna and Priansos, and also by the two cities in common²⁸ with Gortyn, as well as any other preexisting oaths and alliances. It also asserts that the territories currently held by each remain the same.

The agreement then launches into the legal privileges that come with the treaty (lines 12-16). With regard to status, citizens of both cities enjoy joint citizenship (*ἰσοπολιτεία*), the right of their intermarriage (*ἐπιγαμία*), the right to own property in the partner-city (*ἐνκτησις*), and fellowship (*μετοχή*) in “all institutions divine and human”²⁹; all of these civil rights, according to Chaniotis, would have been activated in the first place by *isopoliteia*. Following this are economic concerns such as trading and taxation (lines 18-27). These matters, for the most part, are to be handled according to the respective laws of each city; thus, any commercial transaction is to have authority according to the laws of the city in which it took place, and, presumably, is honored as authoritative by the other city. In a similar way, *enktesis* allows a citizen of one city the right to buy and cultivate land in the other city’s territory, but he is subject to that city’s taxation, not his own. However, someone who deposits goods in the other city and retrieves them for re-export does so without paying taxes, unless he resells the goods by sea.

Topically connected to this commerce section is the issue of grazing rights (lines 27-30), which are allowed to people of either city without the imposition of taxes.

Chaniotis notes that the higher altitude of Priansos would make it a better pasture in the winter, and Hierapytna preferable for the summer, and speculates that this clause reflects

²⁸ κατὰ κοινόν

²⁹ Please see the discussion on the verb *μετέχειν* below, p.20.

and facilitates the transhumatory nature of animal husbandry in Crete.³⁰ The treaty does, however, note that any damages will be assessed by the respective city where the injury occurred according to its laws; it is interesting to note, then, that this particular aspect of property damage remains under the respective jurisdiction of each city, and should not be included in other bilateral legal stipulations.

The agreement then turns to a section on the duties of the kosmoi and their role in facilitating diplomatic interaction. The wording is a little unclear in the first part, but the kosmoi appear to be responsible for conveying embassies to the other city, and a fine of ten staters for the failure to do so is issued to the kosmos “sojourning there”³¹. This “sojourning kosmos” is presumably addressed in the next section, in which he is welcome into the venue of the other city’s kosmoi and invited to join them in council (lines 34-38). The citizens are also invited to take part in the festival of Hera and to enter the *andreion* of each – privileges of *isopoliteia*.³² (lines 38-40) Finally, the kosmos is bound to read out the stēle at the Hyperboia; a kosmos’ failure to do so will result in a fine of a hundred staters to the treasury of the other city. (lines 40-43) The point of these duties is to reinforce the *isopoliteia* between the cities, as well as annually remind the citizens of the agreement.

Following this is the first of the three judicial passages, which lays out a legal remedy for dealing with someone who attempts to harm or break the current treaty (lines

30 Chaniotis 1996 259-60.

31 (line 33) οἱ ἐπίδαμοι; Chaniotis: anwesenden

32 Chaniotis 1996 261.

47-53). If someone is willing³³ to bring a prosecution against the accused offender, whether a kosmos or a private citizen, and that accuser wins, the fine will be paid in three parts, one to the accuser and the others to the two cities. This clause is meant to protect the treaty, just as the previous one is for making the citizens of each city aware of the treaty and its conditions, as well as the renewal of the oath. The division of the fine would at least serve as encouragement for one of the citizens to take up the defense of the treaty, and the sharing of that fine between the cities would hopefully favor a fair verdict, regardless of whose citizen actually tried to break the treaty. However, there is discussion here of who should judge and in what way the charges should be adjudicated.

Having provided some legal protection for the treaty, it next moves to the question of war booty (lines 54-58), stipulating how booty should be allotted if the two cities join in an official expedition or if individual soldiers from the two should take part in an action against a common enemy; each side receives a share in proportion to the number of participants from each, and a tenth is rendered to each city's treasury. This clause creates a pre-agreed formula for booty distribution so that it would not be a source of conflict for groups of armed soldiers just returned from war – who, one presumes, would have the greatest ability to cause unrest. Even if quarreling among campaigners would not necessarily be a deliberate attack on the treaty – as in the case of the previous judicial clause – the effects, should they spiral out of control, could be just as harmful and not so easily remedied by a court procedure. Additionally, the tenth portions, like the third portions of the fine from a treaty-breaker, make the cities equal financial

³³Lit. “Anyone who wishes may...”

beneficiaries when they uphold the treaty's rules. Private citizens out of uniform might not be able to cause as much physical damage as those as soldiers in uniform, but their dissatisfaction could undermine the relations between the two cities as well.

In the second judicial section, “preexisting injuries...from the time when **the**³⁴ *koinodikion* stopped” are addressed (lines 58-64). The leading kosmoi of each city are to set up a court and to have cases involving both Hierapytnians and Priansians tried in their presence; the securities must be paid (by the accusers) within a month of the stēle's erection. While it is not clear what the *koinodikion* is, there are a few conclusions about it that one may draw from the provision: it is something that allowed citizens of the two cities to remedy injuries; and its stopping prevented those injuries from being remedied. One question is whether it is something that ended in the past – in which case the stipulations following it are to compensate for its loss – or whether this treaty is enacting a new *koinodikion* court.³⁵ Whatever the case, the kosmoi are specifically asked to conduct trials in whichever court is agreed upon, which must be arranged within a month of the stele being set up. The general idea seems to be to funnel all outstanding disputes into a mutually agreed venue and to do so quickly, so that they do not stand longer than they need and allow ill feelings between citizens to continue.

Having dealt with past wrongs, the treaty then addresses present and future legal conflicts (lines 64-71). In this case, they should “use arbitration as the *diagramma* stipulates” and set up an appellate court (ἐπικριτήριο) (presumably in the event that

³⁴ τὸ κοινοδικιον

³⁵The emphasis here is on the word “ἀπολείπω”: most readers (e.g. Ager 1994 4) take it to mean a permanent ceasing of *koinodikion*; perhaps it could indicate a pause, following the dissolution of the *symbola* indicated in lines 4-12.

the arbitration should fail) consisting of judges from a third city that both Hierapytna and Priansos agree upon. The arrangements (security = ἐγγύοις) should be made within two months of the treaty's enactment, and the kosmoi should be present for the trial. Here, the formulae are still ambiguous to us. Assuming that the arbitration is a way to promote private settlement and lessen the burden on the intercity appellate court, is the arbitrator (*prodikos*) a person from the third agreed-upon city, or someone chosen by the litigants? What is the *diagramma*? Does it prescribe arbitration, or does it provide guidelines for the arbitral process? (According to Chaniotis, it is a list crimes and their financial penalties, and seems to provide for instances of arbitration, the failure of which requires a *koinodikion*, or else for cases, such as in IC IV.197³⁶, in which pre-trial arbitration is abandoned.)³⁷ Furthermore, does the appellate court address parties dissatisfied with the arbitral ruling or with the ruling of a court similar to the one described to deal with preexisting injuries (lines 58-64) over which only the kosmoi of the two cities preside? What is clear is that the arrangement of this system must be accomplished within a short time period, that arbitration should be employed early to minimize conflict, and that the ultimate decision should rest in the hands of a third city chosen by both and, theoretically, without bias.

The final section (lines 71-83) deals with such practicalities as enforcement, emendation, and display. The kosmoi are charged with upholding all of the conditions of the treaty; should they not, there is a fine of fifty staters to be paid to the other city. Any

36IC IV.197 lines 23-27.

37Chaniotis 1996 140. Van Effenterre 1948 142 observes that the *diagramma* prescribes arbitration and is a list of penalties for crimes in intercity private law; Guarducci 1950 151 interprets it as a “code”, or “Magna Carta” of Crete; Chaniotis 1996 139 notes that it is a Hellenistic term, used on Crete only in association with the Cretan Koinon.

amendment may have authority so long as both sides agree to it. Additionally, each year the annual kosmos has the responsibility of reissuing the stele; presumably, the emendations gain attention from this act, as well as the annual reading-out at the Hyperboia (lines 40-43). Both cities are told to set up these stelai at the shrine of Athena Polias³⁸; failure to do so will also result in a fine. These stipulations ensure that the treaty can be changed as practical circumstances necessitate, and that the changes will be announced and prominently displayed in a well-known location.

How, then, do the judicial passages function in the whole text? For one thing, they are part of a system designed to contain and deflate potential conflict. They are also limited in scope by other sections. For instance, issues of trade and taxation are to be handled by the laws of the city in which the transaction takes place and, thanks to *isopoliteia*, all parties should be treated equally according to those laws. Property damage, at least from herded livestock, also falls under the laws of the respective city. And acquisitions of shared conquest have clear guidelines stated herein that apply to both cities so that soldiers know exactly what they are to expect from their efforts. The first of these passages (lines 47-53), however, has a slightly different significance from the latter two. It creates a legal procedure for protecting the interests of the treaty itself, and it makes the cities equally invested in the prosecution of the treaty-breaking defendant. The other two passages (lines 58-64 and lines 64-71) act to prevent personal disputes in areas not covered by the previous sections from escalating into extra-judicial conflicts. The

³⁸It is not certain whether each city has a shrine to Athena Polias, or whether there is one shrine where they both erect stelai. Chaniotis 1996 is silent on the matter. In the meantime, Perlman 2004 II66, 1185 lists Athena Polias as the major protective divinity of both; however, while Hierapytna lists Athena Polias in three inscriptions (IC III.iii.3C lines 9-10, III.iii.4 lines 78-9, and III.iii.5 lines 5-6), the deity is attested for Priansos only here in this inscription.

procedure described in lines 58-64 is given less time to form and is conducted in a mutually-agreed format before both leading kosmoi. As it addresses outstanding unresolved conflicts, its first goal seems to be expediency. The procedure in lines 64-71, rather, is put in place to anticipate legal conflict; thus, its resulting court is given more time to assemble, particularly since the passage also prescribes an appeal to a third city as the disinterested deciding vote. It might even have been the case that the first passage here need not be renewed in the next year, as the framework of the second carried over ... or else could have been applied as a stop-gap measure if the cities ever disagreed on the third city.

A close reading of this inscription as a whole reveals that there are three distinct sections concerning judicial procedure. The first (lines 47-53) is more closely connected to the duties of the kosmoi in the previous lines rather than the two (lines 58-64 and lines 64-71) that follow the war booty clause. In this reading, then, *koinodikion* seems to be one of these instruments of conflict containment; its absence may be the result of conflict, and result in a backlog of unsettled cases that could potentially exacerbate ill will. The legal prescriptions in this document address one of two circumstances: either they compensate for the absence of *koinodikion*, or they reflect the reestablishment of *koinodikion*. Whichever it is, its usage in this text is more closely linked to the settlement of private disputes than to the prosecution of those who deliberately undermine the agreement and, in doing so, become public enemies.

III. Polybius 22.15.1-6: 184 BCE (see Appendix, Document III)

Polybius is our only pre-Byzantine literary attestation of *koinodikion*. As with the inscriptions, the passage begins with local dating, but in this case, Polybius only uses the name of the Gortynian kosmos. At the time (184 BCE), he states, Gortyn is exerting every effort to weaken Knossos, taking possession of Knossian territory and distributing it to their allies Rhaukos and Lyttos. During this period, a diplomatic expedition led by Appius Claudius arrives from Rome with the purpose of settling the disputes between the island's cities. It appears that the majority of Cretans are fairly receptive to the idea of having the Romans settle their disputes, and they turn the matters over to them.³⁹ The Romans proceed to restore the filched territories to Knossos. In addition to this, the Romans order the Kydonians to take back hostages "whom they had left with Charmion before" and to remove themselves from Phalasarna without despoiling it in the process. Finally, they inform the Kydonians that they would be allowed to share⁴⁰ in *koinodikion*, but if they did not wish to, then they and the Phalasarnian exiles (who would presumably be accompanying the departing Kydonians) should not interfere in the affairs of the other Cretans.

While the Gortyn-Knossos squabble and the Roman response seem well contained as a narrative, the Kydonian element, particularly the detail about the hostages with Charmion, reads as though the prelude is missing. Although we do not know who Charmion was, we can safely assume that the hostages were a method of sealing an alliance with him that was unfavorable to the other Cretans – or else, why would the

39 ἐπέτρεψαν

40 μετέχειν → μετοχή

Romans order the Kydonians to take back their hostages from him? We do know, however, that the Kydonian conflict started some years before this episode; the Romans were present on Crete about five years before, just after the defeat of Antiochus III at Magnesia in 190, when the Roman legate Q. Fabius Labeo attempted to settle a dispute between Kydonia and a Gortyn-Knossos alliance. The effort was unsuccessful and Labeo was, for the most part, ignored.⁴¹ It seems, then, that although Gortyn and Knossos had their differences in central Crete, Kydonian activity could be enough to unite them, and they probably did not like the implications of Kydonia, to their west, occupying Phalasarna on the extreme northwest coast. Furthermore, the Phalasarnan exiles were probably members of a pro-Kydonian party, expelled from rule thanks to the Roman decision; perhaps the ambassadors foresaw a potential conflict had these exiled citizens gone to other cities for support in returning to Phalasarna. It is also worth noting that this conflict did not go away. Polybius later tells us that Kydonia destroyed its former ally Apollonia, which had changed sides in favor of Gortyn and Knossos. Fearing destruction, Kydonia appealed to Eumenes II, who sent the city three hundred men.

What does this passage suggest about the nature of *koinodikion*? The text states that the Kydonians have to have some part in it, whatever it is, as a prerequisite for being involved in Cretan affairs. Perhaps *koinodikion* is an arm of the Koinon, or at least acceptance of it was a prerequisite for non-member *poleis* to enter into alliances with the Koinon; while the text does not explicitly say “Koinon”, it does refer to the ethnic name –

⁴¹ Labeo also demanded the return of Romans and Italians held in slavery on the island; only Gortyn responded to him, by releasing 400 of these captives – but in no way acted to submit the dispute to Labeo’s embassy. Livy 37.60; Ager 1996 262.

οἱ Κρηταιεῖς – which also appears in the context of the Koinon in IC IV.197. Perhaps a different angle of consideration may come from the verb “μετέχειν”, “to take part”. An epigraphic word search revealed that forms of the verb seem to be common in treaties: a few examples include participation in the *sunodos* (assembly) from Delos⁴² and a number of inscriptions from Calymna that include the formula μετέχειν⁴³ ὥσπερ καὶ τοὶ ἄλλοι Καλύμνιοι (to take part just as the other Calymnians do). In Cretan inscriptions, the word shows up in the form of a noun, just as it does in IC III.iii.4; in fact, the formula in that inscription (μετοχὰν καὶ θεῶν καὶ ἀνθρωπίνων) is repeated in a number of other Cretan treaties.⁴⁴ In IC III.iii.4, the word shows up in a list of civic rights that each side would have to respect among the other city’s citizens. In this way, it might be possible to say that participation in matters of *koinodikion* means taking part in something that is a civic institution linked to a particular community’s identity. This definition would not necessarily preclude the *koinodikion* as an instrument of a federal Koinon, but it could suggest a Cretan communal identity, and that taking part in *koinodikion* is characteristic to that community. Furthermore, if *koinodikion* was indeed a court, Polybius might imply that Kydonia ought not to engage in aggressive acts against other Cretan communities if it was not willing to put its disputes before the *koinodikion* beforehand. Whatever the case, one’s participation in *koinodikion* has very real consequences, as it determines whether the Kydonians’ actions on Crete will be tolerated

42 E.g. C4:115.

43 The verb shows up usually as a plural, either finite or as a participle.

44 These include: IC I.xvi.5 line 12; IC II.i.2 line 19; IC III.iii.3 C1 line 8; and IC III.iv.6 lines 3 and 4; most other treaties in the search appear with a greater part of the formula added by the epigrapher as conjecture.

by the other leading powers of the island.

IV. “Chersonesos Stone” – Chaniotis & Kritzas: late 3rd century BCE? (see Appendix, Document IV)

This inscription, referred to here as the “Chersonesos Stone”, covers both sides of a white marble stele (64 x 46 x 12 cm) with the top broken off. Despite being discovered at Chersonesos, it preserves an agreement between Gortyn and Knossos; its original location appears to be Gortyn, but the scarcity of marble on Crete probably explains why it was moved and reused. Due to the fragmentary nature of the text, I will be emphasizing what I consider to be the relevant passages, but have provided the full text and translation in the appendix.

Side A, which is generally much better preserved than Side B, does not mention either city by name, but details a series of judicial actions and fines. It apparently relates to the problem of deserters (line 14: ἀυτομολικά)⁴⁵, who are possibly being hidden (line 6: τῶι κρύποντι), although this is a presumption. The document distinguishes between actions to take in wartime, as opposed to those that are applicable in peacetime, using the formula “κατὰ μὲν τὸν πόλεμον... καθ’ ἑρήναν” three times.⁴⁶ We cannot read what action is being taken with regard to the deserters in wartime, but it appears that the action in peacetime is some sort of legal procedure, with twice the amount lost being paid out “according to the *diagramma*” (line 17: κατὰ τὸ διάγραμμα). Even if we set aside the

⁴⁵ ἀυτομολικά is otherwise unattested, and the substantiative that it modifies only survives in part.
⁴⁶ Side A 13-14, Side B 22-23, 27-32.

question of the *diagramma*'s specific nature, we are still left with its usage and position in IC III.iii.4 (line 65) and IC IV.197 (lines 26-27), where it occurs in proximity to the mention of *koinodikion* in the context of establishing a judicial procedure. In the later passages, the formula sets up an either/or formula for how a particular situation is addressed based upon the attending circumstances; thus, in the second passage on Side B (lines 22-24), the kosmoi take their oath with only the *ὀρκίσται*, the oath administrators, attending, whereas in peacetime the same process takes place with embassies present while reading out the treaty in the assembly. By this construction, it would seem that the peacetime situation should have some kind of substitution for whatever⁴⁷ *αὐτομολικά* is describing, perhaps a court procedure (*δικά*) prescribed by the *diagramma*.

The text that follows is very well preserved, if its sense is a little difficult to discern. The assessors (line 18: οἱ ἐρευταί) are responsible for sending out the money that is being contended to the city from which the deserter in question came (line 20), but there are also stipulations for what should take place if they cannot recover the deserter himself: the city (presumably where he took refuge) is responsible for paying his fine (lines 22-23), for which the kosmoi are not personally liable (lines 24-26). However, it appears that if the kosmoi do not make sure that the city pays the fine, any willing assessor or private citizen can bring a case against them (line 27). The inscription on Side A seems to culminate in a completed clause (with the final ν of ἡγγραμμένων dropping to the line below), but this would be difficult to say with absolute certainty,

47 Another idea I had was weaponry (*ὄπλα*), which made slightly more sense than the most popular words ending with *-λα*, *πολλά* and *τ' ἀλλά/ἀλλὰ*.

since the top of Side B is missing.

Side B is more difficult to read, but it still clearly informs us of which parties are agreeing to the judicial stipulations of Side A. Line 3 is mostly blank, but the phrase τῶν Κρηταιέω[ν] is distinct, which refers to the neologism taken up by the Cretans during the Hellenistic Period, used often (but not always) with explicit reference to the Koinon.⁴⁸ The phrase [ύ]περ τῶν αὐτομόλων in line 7 suggests that the text on both sides concerns deserters. The subsequent passage (lines 9-20) describes the process of oath- and curse-making and –giving between the Gortynians and Knossians (line 20). The war/peace formula occurs in the description of how the kosmoi should take the oath and curse based upon political circumstance: with only the oath-givers present in wartime (line 22), but in peacetime, in the first official assembly (of the year?) with embassies present while reading out the agreement (lines 23-24). Such a clause would be understandable: the cities would be obliged to use the full ceremony when conditions permitted them, but the simplicity of the wartime ceremony would minimize the number of excuses kosmoi could make for not reaffirming an alliance, particularly if the two cities were fighting together against a common enemy.

The consequences to the kosmos for failing to read out the treaty and swear the oath and curse were severe: having the gods strike him with the curses he previously swore, or having to pay the immense sum of a thousand Cretan staters (lines 24-27).⁴⁹ The gods, of course, could do what they would, but the agreement sets up a procedure for the earthly business of fining: in wartime, a citizen would use the “*dikasterion* of the

48 E.g. IC IV.197 lines 2 and 16-7 for both, and Polybius 22.15.2 for only οἱ Κρηταιεῖς.

49 Chaniotis (forthcoming) section 21: the largest sum recorded in Cretan inscriptions.

kosmos”, the same court in which the other citizens carried out their business, but in peacetime, any Cretan could challenge either a fellow citizen or a someone from another city in either the *koinodikion* or in a court which two or more cities might set up with each other on an ad hoc basis to decide cases between their citizens.

The contrasting clauses here tell us something about *koinodikion*, even if what we learn is negative. The *koinodikion* did not operate in wartime. It was not one of the ad hoc arrangements such as the one between Hierapytna and Priansos in IC III.iii.4, but is an alternative to it, and was an institution encompassing many cities – Gortyn, Knossos, and their allies. And because of the clear reference to the neologism οἱ Κρηταιεῖς, we can connect it with the contemporaneous existence of the Koinon.

V. Conclusions

a. Conflict Resolution and Prevention

This portion of my study has addressed the principal sources pertaining to Crete that explicitly use the term *koinodikion*. Having finished my close reading of each, there are a number of issues that either present themselves or are rendered significant by their absence. In the first place, it is worth noting, give or take the certainty of the dating, that they all occur in a time-space of seventy or so years (IC IV.197 and IC III.iii.4 in the first half of the second century BCE, Polybius’s episode in 184 BCE), with the Chersonesos Stone being the earliest (late third century BCE).

One common thread among all four is the mitigation of possible future conflict through various legal measures. This would be an obvious characteristic of a peace

treaty, but it is still interesting to see the different ways in which potential conflict is anticipated. IC IV.197 has the Cretan Koinon granting *asylia* to Anaphe, and at the same time making the islanders responsible for the prosecution of violators of that *asylia* whom they apprehend; it says little about the Cretans' role beyond setting up a procedure “in *koinodikion*”, but it means the citizenship of the alleged violator does not determine the procedure and, in the court of the Anaphaians, probably removes Cretan interference. It seems to me that this is the conflict-reducing element here – the Anaphaians’ right to prosecute a Cretan violator with impunity – perhaps even more so than the corresponding prosecutorial formula of *koinodikion* with limited rights for the defendant.

The Polybius passage is a little more explicit in this regard: we see what changes the Romans make to Cretan territorial distribution, and what they hope to accomplish. Their answer to the Gortyn/Knossos conflict is, effectively, a return to the prewar conditions by ordering Gortyn to return Knossian lands that it had distributed to its allies⁵⁰. In the case of Kydonia, not taking part in *koinodikion* would have meant that it could no longer participate in Cretan politics or enter other Cretan territories without if it refused to submit its disputes to the common court before acting on its interests. These measures may have curtailed the conflicts in question, even if they could not prevent future conflicts; after all, Kydonia had to appeal to outside help from Pergamum after it sparked a war with Gortyn and Knossos by destroying its former ally Apollonia, and Gortyn and Knossos went to war with each other after jointly destroying Rhaukos.⁵¹ The

⁵⁰The Roman embassy that investigated the Hierapytna and Itanos dispute, recorded in IvM 20, sent instructions to the Magnesian court to return the territorial possessions to what they were before war broke out.

⁵¹Polybius 28.14; the division of Rhaukos is recorded in IC IV.182.

former example demonstrates the vulnerability of Kydonia, the latter, a way in which changing circumstances created conflicts that Appius' solution in 184 could not have directly addressed.

In the case of the Chersonesos inscription, I spoke about prescribing simpler wartime measures to lessen the difficulty of enforcing the treaty, but one point to ponder would be the series of measures against deserters, which take up the entire front side of the stele and part of the reverse. Who are these deserters? Are they fellow Gortynians and Knossians? Are they members of allied cities mentioned in the oaths? It seems that, in addition to needing to provide alternative plans for oath-swearing and the adjudication of disputes during war, measures were also necessary for a standardized treatment of deserters, regardless of their cities of origin.

As to the Hierapytna and Priansos agreement, I already have engaged in a lengthy discussion of how past and future disputes were funneled into their prescribed court procedures, and how commercial law, deliberate damage to the treaty, the distribution of booty, and emendations to the agreement all had a procedure or jurisdiction clearly indicated. The extent of these stipulations, however, is in itself worthy of note. As I said above (p. #), IC III.iii.4 could well be qualified as one of the bilateral agreements referred to in the Chersonesos stone (Side B lines 29-32). It seems less surprising to me that a bilateral treaty would be much more detailed than these other accounts (the Polybius account may be of a different genre, but the conditions related seem fairly uncomplicated); after all, whereas the other three have dominant powers to enforce them upon weaker communities, Hierapytna and Priansos appear as equals in this text. No

other powers are named here except for a previous three-party agreement with Gortyn (line 7), the conditions of which this treaty reaffirms for these two cities. Is it possible that without the presence of a larger power like Rome or Gortyn or the Cretan Koinon, that Hierapytna and Priansos must instead depend upon a greater number of explicit measures to reduce conflict?

All of these documents aim to establish peace between two or more parties, using various techniques for conflict resolution. *Koinodikion*, in all of these, functions as one of these techniques for conflict reduction, in the hope that disputes between the parties will be solved in a legal context rather than contributing to tension that might dissolve the very agreement.

b. *Identity: Koinon and Οἱ Κρηταιεῖς*

Another issue to consider is the use of the terms *Koinon* and οἱ Κρηταιεῖς, as well as their absence. Both terms occur together only in IC IV.197. Polybius and the Chersonesos Stone do not refer explicitly to the Koinon, but both make use of the neologism οἱ Κρηταιεῖς. Neither occurs in IC III.iii.4. Both terms have been taken to indicate the Cretan Koinon, but I think it worth considering which is being used, in what context, to what end, and what it means for neither to be present.

I should note that I have found the term *koinon* particularly troubling in the course of this study because, as an institution, it struck me as rather ephemeral. As Chaniotis states, the Cretan Koinon has left evidence of a council and assembly that granted of *asylia* (such as in IC IV.197), *proxenia*, and authorized military aid to other states, but unlike other Hellenistic *koina*, “there is no evidence for federal citizenship, federal

magistrates, a federal army, or federal resources.”⁵² Willetts provides a list of thirteen inscriptions that explicitly name the Koinon of the Cretans:

1. IC II.xvi.9 (end of 3rd C. BCE): some cities of the Koinon⁵³ recognize the *asylia* of the sanctuary of Amphitrite and Poseidon at Teos.
2. IvM 46⁵⁴ lines 10-12 (207/6 BCE): Epidamnus on the *asylia* to Magnesia-on-the-Maeander, which it praises for its efforts to arbitrate peace in the Koinon of the Cretans.
3. IvM 20 (end of 3rd C. BCE): fictitious decree of the Cretan Koinon decreeing the foundation of Magnesia.
4. IC II.xvi.9 (early 2nd C. BCE): proxeny decree of Lappa for a Megalopolitan.⁵⁵
5. IC II.v.22 (early 2nd C. BCE): inscription from Axos in Western Crete naming the Koinon of the Cretans.
6. SIG³ 653A (165 BCE): decree naming the Cretan Koinon, favoring proxeny for Kassandros.
7. ID 1517 (ca. 154 BCE): Koinon of the Cretans sending mercenaries to Ptolemy VI Philometor.
8. SIG³ 654A (ca. 151): Knossians and Cretan Koinon honoring Hegesandros of Athens.

52 Chaniotis 1999 290.

53 line 12: ἐν τῷ κοινοῦ[ι τῶν Κρηταίων]

54 Rigsby 96; SIG 560.

55 While “Koinon” is missing, line 1 contains σ]υλλόγωι Κνω[σο]ῦ, similar to line 3 in IC IV.197.

9. Arch. Eph. 1925-1926, p. 13, no. 129.3: decree of honor for unknown person, from the Amphiareion, Oropos.
10. IC II.iii.4C (241-197 or 159-138)⁵⁶: decree at Aptara honoring Attalos of Pergamon.
11. IC III.iv.9 (112/11 BCE): second Magnesian judgment of Roman-mediated dispute between Hierapytna and Itanos.
12. IC IV.197: Anaphaian *asylia* (see Appendix, Document I).
13. IC I.xxiv.2: decree at Priansos of the Cretan Koinon honoring the Samian Epikles and the Samians.

What is interesting about this list is that, with the exception of the fragmentary #5 from Axos, all of the inscriptions are either found in foreign locations or pertain to foreign affairs such as proxeny and *asylia*. Willetts does not make this observation, nor anyone else to the best of my knowledge, but it suggests to me that the Koinon exists for the purpose of dealing with what may be loosely described as foreign affairs. I would even go so far as to suggest that the Koinon as a body was meant to present a united front to the outside world, allowing foreign officials to feel that they are dealing with the island as a whole, even if not all of the communities of Crete belonged. Perhaps one reason for granting Anaphe autonomy in prosecuting Cretans who marauded was that the Anaphaians could not necessarily count on the Koinon to be effective in enforcing that decree.

IC IV 179, recording the agreement that Eumenes II made with thirty-one

⁵⁶ According to Willetts 1972 218 no. 14, there is a dispute as to whether it refers to Attalos I (Dittenberger, Guarducci, Van Effenterre) or Attalos II (Haussoulier, Michel, Blass, Scrinzi).

individual Cretan cities in 183 BCE, supports this suggestion. Willetts sees the inscription as evidence that member states were not bound by federal policy⁵⁷, but I would agree with Van der Mijnsbrugge's claim⁵⁸ that Eumenes may have felt that his alliance would be more secure and lasting if he courted the cities individually rather than dealing with a nominal and politically ineffective federation. Additionally, Eumenes may have recognized that if the cities were bound directly to him, they might be less likely to separate off following the lead of one of the major powers (such as Gortyn or Knossos) should one of those cities decide to do so.⁵⁹

The use of the term Κρηταιεῖς, however, occurs in documents that are undeniably intended for a domestic audience. In contrast to the moniker Κρηῆς/Κρηῆσσα found to apply to Cretans abroad⁶⁰, Κρηταιεῖς is an “artificially constructed ethnic name”⁶¹ that Cretans apply to themselves within the boundaries of their island. It appears in IC IV.197, the Polybius passage, and the Chersonesos Stone; of these, only Polybius is written by an outside source; the latter two are found on Crete and have an entirely domestic context.

I confess that the idea of finding the ethnic label of “Cretan” outside of Crete surprises me a great deal less than finding it on Crete. Common sense and experience both show that a person's identification with a place becomes more pronounced when one either leaves that place (as with the often intensified cultural identification of immigrant

57 Willetts 1972 219.

58 Van der Mijnsbrugge 1931 25.

59 Thank you to David Riesbeck for this idea.

60 Perlman 1996 245, in context of a survey of sub-regional *ethnika* as an indication of the *polis* status of one's original locale.

61 Chaniotis 1999 292.

communities) or when one comes into contact with outsiders (witness the various waves of anti-immigration rhetoric throughout American history). Perlman finds the attestations of Cretan sub-regional identity in the contexts of proxenia and , and of burial, observing that these coincide with the pattern of greater mobility outside of Crete in the Late Classical and Hellenistic periods.⁶² After all, why would a person have to identify with his hometown or even his island if he had stayed home among others with the same local identification?

Let us examine the context of Κρηταιεῖς in each of the four sources listed above. IC IV.197 is explicitly a resolution of the Koinon dealing with Anaphe, so it makes sense to use the full title of the federal organization in the enactment formula (lines 1-2: [ἔδοξ]ε τοῖς συνέδροις καὶ τῶ[ι κοινῶ]ι τῶν Κρηταίων). It is interesting, however, that the dating formula of the inscription does not include a date according to the local officials and calendar of Anaphe⁶³, but rather a date according to the respective kosmos-ships and local calendars of Gortyn and Knossos. Although the words around τῶν Κρηταίων are missing, the rest of the treaty specifically involves Gortyn, Knossos, and their allies. In the case of the Polybius passage, Gortyn and Knossos have been fighting, but as οἱ Κρηταιεῖς, they agree to hand their disputes over to the authority of the Roman ambassador. Beyond this, however, Appius Claudius also issues the order to Kydonia that it should vacate Phalasarna and may only take part in Cretan affairs if it agrees to share in koinodikion, the wording of which (μετέχειν) suggests that

⁶²Perlman 1996 245.

⁶³Cf. IC III.iii.4, based upon the kosmoi of Hierapytna and Priansos, and IC I.xvi.1, listing both the Gortynian and Latoan kosmoi.

koinodikion could also be construed as a Cretan civic institution – i.e., those who do not partake of it are “not Cretan” and are thus barred from meddling in the rest of Crete.⁶⁴

As to “the rest of Crete”, Chaniotis has observed that the alliance of Gortyn and Knossos is usually indicative of the presence of the Koinon⁶⁵; if the joint dating in IC IV.197 is any indication, this probably reflects the political reality of the two strongest cities on Crete in the seemingly rare cases when they are not in opposition to one another. Furthermore, from the Chersonesos Stone, he observes that,

“The new text, when placed with the other Hellenistic evidence for the relations between Knossos and Gortyn, their separate alliances, and the Koinon, indicates that the Cretan Koinon, unlike other Hellenistic koina, did not have an advanced federal structure, but was simply a bilateral alliance between Gortyn and her allies and Knossos and her allies. and existed whenever the two alliances cooperated and fall apart whenever the leading powers were in conflict.”⁶⁶

While I must agree based upon the evidence that Koinon and *koinodikion* are closely tied to the relations of these leading states, I would like to suggest that perhaps the ethnic name Κρηταιεῖς and institutions such as *koinodikion* and *diagramma* also have cultural currency as indications of a community’s Cretan-ness; thus, use of and/or adherence to *diagramma* is an accepted condition of city-to-city judicial agreements such as IC III.iii.4 in which *koinodikion* has gone out of use (line 59: ἀφ’ ὧ τὸ κοινοδικίον ἀπέλιπε χρόνῳ). By extension, it can also mean that lack of acceptance is a demonstration of un-Cretan behavior – thus,

⁶⁴This is similar to Van der Mijnsbrugge's explanation of *koinodikion* as the “*conditio sine qua non*” of membership in the Cretan Union” (1931 50).

⁶⁵Chaniotis 1996 143.

⁶⁶Chaniotis 1999 294.

Kydonia's rejection of *koinodikion* would disqualify it from taking part in Cretan internal affairs (or, in real terms, acting aggressively against other Cretan states); perhaps this applies as well to the unnamed opponent in the Chersonesos Stone that is neither Gortynian nor Knossian nor one of their respective allies (Side B lines 13-14: τὸς δὲ Γορτυνίος ὁ Κνώ[σσιοι οἱ-----17-----]ων σύμμαχος ὀρκιζάντων), and therefore not swearing to an agreement that includes the option of *koinodikion* in peacetime (Side B line 31). In this way, the terms Κρηταιεῖς and, to some extent, *koinodikion*, function as a way of identifying the “other” as Cretan communities that do not cooperate with the united Gortyn and Knossos.

There are still many questions remaining, however, that are fundamental to the definition of *koinodikion*. For one thing, if *koinodikion* was a court, how would it have been composed? Was the court restricted to one specific location, or would it stand for a circuit court that would send out judges to cover cases? Who would use it and why? – for instance, could it have been a way for a citizen who wanted to prosecute a corrupt kosmos to level the playing field? Furthermore, is it significant that IC III.iii.4 and the Chersonesos Stone refer to *koinodikion* with a definite article⁶⁷ but IC IV.197, an international decree for Anaphe, does not⁶⁸? I suggest that it might be; both IC III.iii.4 and the Chersonesos stone have a purely Cretan context and audience, whereas IC IV.197 is meant for an audience abroad. Is it possible *koinodikion* could have two functions – as a court for the Cretan Koinon and as a bilateral court established between the Koinon and

⁶⁷ line 59 (τὸ κοινοδίκιον) and side B line 31 (τῶι κοινοδικίῳ), respectively.

⁶⁸ line 24: ἐν κοινοδικίῳ

Anaphe? For that matter, how does *koinodikion* work outside of Crete? Is it a court associated with a federation or does it only have bilateral jurisdiction? I am not going to be able to answer all of these questions, but by examining non-Cretan attestations of *koinodikion* in the next chapter, we can observe how *koinodikion* functions abroad and what the implications are for its usage on Crete.

Chapter 2: Attestations of *Koinodikion* Outside of Crete

There are two, perhaps three other sources that attest to the usage of *koinodikion* outside of Crete. They are in some cases fragmentary, and have received less attention than the Cretan material. I read the passages, as above, for context; however, I focus on the relevant passages only, unless otherwise noted. How do the non-Cretan attestations correspond with Cretan usage and how do they differ? Do either conflict resolution or ethnic identity come into play? Ultimately, in the vein of Guarducci and van Effenterre, are we speaking a similar institution in the other places as on Crete, or not?

I. Egypt (ἔντευξις Papyri)

Four papyri from Magdola (modern Medinet Nehas), Egypt, all dated to 221 BCE at the beginning of the reign of Ptolemy IV Philopator, that are ἔντευξις, or petition letters, addressed to the king, provide our evidence for *koinodikion* in Ptolemaic Egypt. All four of these letters⁶⁹ have two things in common: they involve a dispute between an Egyptian and a Greek, and they all have an instruction appended to the end of the letter – μά(λιστα) δι(άλυσον) αὐτούς· εἰ δὲ μή, ἀπ(όστειλον) ὅπ(ως) ἐπὶ τοῦ κοινοδι(κίου) δι(ακριθῶσιν)⁷⁰ – “best to reconcile them; if not, send them back so that they may be judged before the mixed tribunal (*koinodikion*).”

Derek Roebuck, in his survey of Greek arbitration, notes that while this particular

⁶⁹Guéraud 1931 #11, 44, 65, and 70.

⁷⁰Ager 1994 9 no. 37 quotes this from Guéraud #11, noting that other papyri have the same formula, with varying degrees of urgency.

type of tribunal is only evidenced in the four texts, this endorsement by the higher official (representing the king) to the lower official, or *stratēgos*, who would be in closer contact with the disputants, appears on documents dating from 242 to 217 BCE.⁷¹ Furthermore, we should note that with all of these, the first action is mediation by the official – so we can probably assume that *koinodikion* here represents formal litigation, although formal arbitration could also be a possibility. According to Roebuck, it seems that the *stratēgos*⁷²

generally passed off some petitions to clerks to send to other courts; however, he notes that “if there was an appropriate court in session, the *stratēgos* would make use of it; if not, he had to handle the matter himself, perhaps at times with the help of deputies and assistants.”⁷³

With regard to these tribunals, we know that at the time, there were two types of collegiate courts for handling civil disputes, and that these were decided by ethnicity. The court of the native Egyptians disputing each other was the *λαοκρίται*, which, in the third century, was supervised by a *stratēgos*⁷⁴ in an organizational capacity. For the Greek inhabitants, the court was the *χρηματισταί*. Originating during the reign of Ptolemy II Philadelphos (r. 283-246 BCE), it was a circuit court of three officials appointed by the king. Given the composition of Egypt with its very native South and the

⁷¹Roebuck 2001 321.

⁷²Taubenschlag 1944 370: “The competence of the strategos was very far-reaching: he co-operated in preliminary proceedings for the above-mentioned courts; he issued injunctions and took part in executorial proceedings. He acted as arbitrator in civil cases, had a restricted penal jurisdiction and a disciplinary jurisdiction over the *πραγματευόμενοι*, that is, state officials in general, unless the defendant was superior in rank. He was employed as the king's deputy in civil litigations and in certain cases of voluntary jurisdiction.”

⁷³Roebuck 2001 334.

⁷⁴Taubenschlag 1944 366.

Greek cities in the North, it is easy to see how such a dual system might have developed, with officials early in Macedonian rule perhaps finding it simpler to monitor native courts and create a venue for Greek immigrants, rather than impose an entirely new system upon the whole country. *Koinodikion*, then, served to bridge the jurisdictional gap between Egyptian and Greek disputants.⁷⁵

The *koinodikion* in Ptolemaic Egypt addressed the shortcomings of a very specific judicial system; unlike Crete, with its loosely affiliated *poleis* and their shifting alliances, the Ptolemies had a strong, stable central government. The term refers to a court, since it stands in place of the two ethnic courts and because the papyri adduce it as the (less preferable) option, should mediation and/or arbitration fail. One point to note, however, is that there is no mention of its composition. In other words, we cannot say whether there was one judge or several, and whether the judge(s) were Greek, Egyptian, or a mixture of both; however, if the Greek supervision of the *λαοκρίται* is any indication, a Greek was definitely responsible for the court, whether the judges were Greeks or a mixture of both. I would suggest, then, that the identities of the litigants are, as a rule, more important to the jurisdiction of *koinodikion* than those of the judges.

⁷⁵Roebuck 2001 304. In 118 BCE, Ptolemy VIII Euergetes II declared the division to be based upon the language in which the original contract was composed rather than the ethnicity of the parties; the advantage of this perhaps reflects a need for greater flexibility in dealing with Jews, Romans, and others that did not fit into the dual court system. (At least, I am assuming that *koinodikion* was still working at this point; I am very much aware that only so much can be made of four attestations from the same year, but the assumption is that as long as cases were handled based upon ethnicity, there would have to be some sort of venue, *koinodikion* or otherwise, to handle them. Perhaps the policy of adjudicating based upon the language of the contract happened earlier than 118; it would certainly have been more convenient, given the diversity of a city like Alexandria, and could have been taking place long before it was codified at that late date.)

Guild of Dionysian Artists, founded sometime before 237/6, described itself as a *koinon* (e.g. τῶι κοινῶι τῶ[ν περὶ τ]οῦ Διόνυσου τεχνιτῶν); the particular reference comes from an inscription⁸¹ dating to between 218 and 206 in which Teos endowed the Artists with tax-exempt land. Among other benefits, the endowment offered a certain amount of protection to the city thanks to the Artists' sanctuary being voted *asylia*⁸². The timing of the document is perhaps fifty years after this (c. 170-160 BCE), and shows that at this point, the relationship is strained enough that the King – who could perhaps be the only one with enough muscle to enforce a decision regarding an international association – must become involved to arbitrate.

Although most of the letter seems to deal with the issue of finances and taxation with regard to Dionysian festivals (*panegyris*)⁸³, the *koinodikion* here does not seem a means for resolving this conflict so much as one of the further points of contention – it had been organized to mitigate conflict by adjudicating disputes between the city and the Guild, but now the organization of the *koinodikion* itself is in dispute.⁸⁴ In any case, it appears that a decision or series of decisions is being called into question based upon the validity of the oath taken by the judges, i.e. the tribunal rather than the individual judges. Eumenes responds that this cannot be enough to invalidate the court's decision, since the oath and court had already been agreed upon, and since there were procedures established

81Aneziri #D2; SEG II 580, from Teos.

82*Asyilia* is recorded in inscriptions enacted by political entities including the Aetolians, Antiochus III (while Teos was a Seleukid possession), the Cretan *Koinon* (Willets #1 above), and Magnesia. Strabo XIV.1.29 reports that when Attalus III moved the Guild from Teos to Myonnesos (c. 145-133), the Teians appealed to the Romans not to allow Myonnesos to be fortified against them, presumably from the benefits of their *asylia*. The Guild eventually left Myonnesos and settled at Lebedos.

83No doubt the result of a city hosting a profitable festival on land that it had declared tax-exempt.

84Aneziri 2003 100.

that the unhappy party could have taken to change those oaths if there had been a problem with them before the trial.

There are a few points on *koinodikion* that one should consider here. In the first place, I mentioned the self-described nature of the Guild as a *koinon* because it is important to note its political separateness from Teos in forming a *koinodikion*. This *koinodikion* appears to be established from an agreement between the two political entities – perhaps in the manner an ad hoc arrangement like IC III.iii.4 – and the document by which it was set up seems to have had an amendment procedure. It was probably bilateral between the Guild and Teos without being associated with royal control, unlike the Egyptian courts, since the *koinon* and the city are autonomous from each other and the Attalid king was clearly acting in the position of arbitrator. One thing that could still be open for discussion is the composition of the court; certainly the jurisdiction applies to individuals between the two different groups, but what about the judges? Could the judges have been Teian? It certainly would have been in Teos' interest financially to regulate Dionysian activity. And if so, was this one of the reasons why the Guild contested the judges' oaths?

III. Delos

The final and most obscure reference comes from an article by Marie-Françoise Boussac about seals found on Delos. One of these seals has five lines of text – three with Semitic lettering, the fourth spelling **KOINOΔΙΚ**, and the fifth with a date in Seleukid

years (ETIP = 185 A.S., or 128/7 BCE), prefixed with initial Λ. Boussac argues that the “Λ” stands for “Lagid”, indicating that the seal was from southern Phoenicia, previously an Egyptian possession.⁸⁵

Of course, making a definitive assessment of the nature of *koinodikion* based upon this seal would be highly problematic: the word *koinodikion* is not complete, and the Lagid claim seems difficult to use conclusively. Nevertheless, it at least opens the door to some ideas of how *koinodikion* traveled, particularly if the “Λ” indicates a Seleukid possession that still felt a cultural connection to Egypt, since the Egyptian attestations of *koinodikion* date to the late third century. One should consider the relationships of Egypt and Teos with Crete. In the case of Egypt, eastern Crete, specifically Itanos, enjoyed the protection of the Ptolemaic kings from around 270 until their retreat from their Aegean possessions in 145 BCE. In fact, the Ptolemies' withdrawal from Crete created a power vacuum in the eastern part of the island that resulted in the destruction of one Cretan city, Praisos, and a conflict that had to be arbitrated not once but twice by the Magnesians under the auspices of the Romans.⁸⁶ The Ptolemies also had ties to other cities in Crete, including Gortyn; according to Strabo, Ptolemy IV Philopator aided in the building of its walls.⁸⁷ In the case of Teos, the connection is witnessed in numerous decrees of *asylia* from a number of individual

⁸⁵Boussac 1982 444.

⁸⁶After the retreat of the Ptolemies, Hierapytna attacked and destroyed Praisos, and laid claim to the shrine of Zeus Diktaios, over which Praisos had disputed with Itanos. The Romans sent an embassy to investigate, framed the dispute, and sent it to the Magnesians who had hereditary ties to Crete to decide. The Magnesians found in favor of the Itanioi in 143-141 BCE, and again, when the Hierapytnians intruded upon Itanian territory, c. 112 BCE. The narrative of both and the verdict of the second is to be found on IC III.iv.9, found at Magnesia.

⁸⁷Strabo 10.4.11.

Cretan cities, as well as a group of city-states “from the Cretan Koinon” recorded in IC II.xvi.9. Rigsby notes that in two of the inscriptions recording Teian requests for renewal, the ambassadors, Dionysiac artists, performed “recitals of the traditional relations of Crete and Teos”⁸⁸. We should not be surprised at this connection, either: Crete's close ties to Magnesia-on-Maeander and Miletus, both in the same region of Asia Minor as Teos, are well-documented; Magnesia provides a false decree of foundation by the Cretan Koinon (IvM 20) and Ephorus in Strabo reports that Miletus was founded by Cretan colonists⁸⁹. Is it possible that *koinodikion* was in fact a native Cretan institution that was spread by way of Cretan cultural contacts and was interpreted to meet the needs of its borrowers? Or was it Egyptian, whence it spread to Crete? It certainly seems worth consideration, and makes one wish for more external evidence by which to test these hypotheses.⁹⁰

88Rigsby 1996 289: the performances are recorded at Knossos (IC I.viii.2) and Priansos (IC I.xxiv.1).

89Strabo 14.1.6. Plato (*Laws* 1.636b) also refers to the Milesians as having the same *syssition* and *gymnasia* as Crete, although in this case, they prove dangerous in civil upheaval.

90I have another hypothesis that I would like to add: as I mentioned in my introduction (p. 3), Guarducci postulates that *koinodikion* functions as a “federal tribunal” on Crete, and as a “mixed tribunal” elsewhere (1950 154). We have observed that in the cases of both Egypt and Teos that the *koinodikia* there appear to be bilateral, but from the Chersonesos Stone we learned that on Crete, *koinodikion* is not a bilateral court (lines 29-32). The Anaphe inscription (IC IV.197) is an oddity because it prescribes the Cretan court to prosecute *sylē* as an alternative to an Anaphaian prosecution. I wonder whether this court, with its bilateral jurisdiction (Anaphe and Crete), is not the Koinon court, but rather a bilateral court, more closely akin to that of Teos and the Guild. This would support van Effenterre's observation of the lack of article regarding ἐν κοινοδικίῳ in line 24, and stands in contrast to τὸ κοινοδικίον in IC III.iii.4 (line 59) and ἐν τῷ κοινοδικίῳ in the Chersonesos Stone (lines 30-31), which both have exclusively domestic contexts (IC III.iii.4 between two Cretan cities, the Chersonesos stone between Gortyn and Knossos, and their allies). I am not quite certain how the *περὶ δὲ τῶν κατὰ κοινοδικίον* in Polybius fits into this scheme, but I am tempted to give Polybius some leeway, since he is writing about this from an outsider's perspective. Perhaps **the** *Koinodikion* of Crete was something that grew out of an arrangement between Gortyn and Knossos from Cretan legal practices (see next section), while **a** *koinodikion* is a type of court, formalized in Egypt (where, as I said, its inception would have been an organic response to the problem of different courts for Greeks and Egyptians) and picked up by the Teians to deal with the autonomous Guild – and, I suggest, also used by the Cretan Koinon as part of their *asylia* declaration for Anaphe.

Chapter 3: “Common” Judicial Treaties from Crete

I. IC IV.80: 5th C BCE (see Appendix, Document V)

This 5th century agreement between Gortyn and Rhitten is by far the earliest example in our sampling and provides some clues into how intercity judicial agreements might have operated before the Hellenistic Period. As with other treaties in this study, IC IV.80 has been the subject of a good deal of consideration, but mainly in parts rather than as a whole. Once again, my hope is to pull a more thorough understanding from reading the text as a whole, though, admittedly, it has a lot of uncertainties both in content and in the meaning of various terms.

The agreement opens with the invocation (Gods!) and the Gortynians acknowledging the self-government and independent jurisdiction of the Rhittenians (line 1). It then stipulates that the Rhittenians pay 350 staters for the triennial sacrifices at Mount Ida (lines 1-3). The strongest impression upon the reader at this point is that the two cities do not have equal roles in this treaty. Whereas other (later) treaties follow the invocation with dating from both political entities and have reciprocal language showing that each city will behave in the same way with regard to the other (c.f. IC III.iii.4, IC IV.197), this treaty opens with the Gortynians granting (perhaps limited) sovereignty to Rhitten. While Gortyn's acknowledgment of Rhitten's political and judicial autonomy and Rhitten's sacrificial obligation could be considered reciprocal, they are not identical, and the treaty stands out as not having stipulations equal for the two cities.

The next section (lines 3-4) deals with a specific commercial issue: if someone

builds a house or plants trees on a piece of land, then according to this clause, he has the right to offer the house and the trees up for sale. Let us consider for a moment the circumstances that might prompt this; for these things to be in question, the builder and/or planter probably does not own the land, but he has invested money and labor in improvements to it. One might imagine that a conflict could arise between the landowner, who wishes to enjoy the benefits of the land's appreciated value, and the renter, who would wish to profit from the value he has added when another renter acquires the land, or when he sells the yield from the trees he planted. What we do not know is which city tended to furnish the landowners and which the renters – or even where the land is – and while Karen Kristensen argues that this may have been a mutual right,⁹¹ the lack of mutual language suggests that each party was more likely to perform one of the roles than the other, even to the point of mutual exclusivity. Paula Perlman⁹² envisions the Gortynians being the owners and the Rhittienians as the renters, but I might posit instead that we could have a case of Gortynian renters and Rhittienian landowners, as I shall explain below. In any case, if we are going to read this agreement in a holistic fashion, we should give more weight to this clause than just as an economic stipulation, but rather as the core issue between these two communities that the rest of the text addresses.

In the next section (lines 4-8) we have a procedure involving officials, who are probably Gortynian, and the Rhittienian kosmos. The *startagetas* and “the one serving as

⁹¹Kristensen 2002 73 notes that there is reciprocity between the two cities, but misses the lack of identical conditions in bilateral treaties between equal cities; this, to me, serves as an indication that our document is addressing a particular conflict rather than standing as a general principle between the two.

⁹²Perlman 1996 264. It should be noted, however, that the change in view came from a discussion with Dr. Perlman in 2009.

kosmos” (κοσμίοντα) who goes to Rhitten shall, with the Rhittenian kosmos present, fine “whoever does not obey” (τὸν μὲ πειθόμενον) one drachma. There are a few things that are odd about this passage: for one thing, who is the *startagetas*? Most interpretations identify him as a military official such as a garrison commander. Perhaps it could make sense having a military governor present if Rhitten were in some way a dependent of Gortyn; on the other hand, what does the military have to do with the renter/landowner disputes from the previous sentence? Is it possible that what we have instead is simply a Gortynian official who may have civic if not military powers?⁹³ Either way, the Gortynian presence at Rhitten seems to undermine the status of Rhitten as “αὐτόνομος καὶ αὐτοδίκος”.

Another strange detail in this procedure is the fine of a drachma. Whereas one expects to find sizable penalties in Cretan inscriptions, such as the fifty staters charged to the Priansian or Hierapytian kosmos who does not carry out the terms of the mutual agreement⁹⁴, or the 150-stater fine listed on the Chersonesos Stone.⁹⁵ A drachma is not a very large sum of money; if we are to assume that it was the equivalent of a skilled

⁹³The problem here is a conflict between context and an obvious linguistic form. The *startagetas* and the *startos* (line 7) certainly look like “general” and “army”, but they do not make so much sense in the context of the inscription. Kristensen 2002 74 argues that the location of Rhitten (at modern Prinias) would necessitate the protection of an important northern route to the coast, and thus the presence of a military official; the location is archaeologically uncertain, however, since G. Rizza's investigations of Prinias show no occupation on that site at the time the inscription was carved. Kristensen does not deal with this evidence in a convincing manner and, having dismissed it, concludes that military strength was necessary at Rhitten due to its location. I do not have a full solution to this problem, but I refer the reader back to my discussion of the Egyptian *koinodikion* papyri, in which I discuss the role of the *strategos* in Ptolemaic Egypt. Perhaps that officer began in a military capacity earlier in Egypt's history, but his role in the judicial process by the last quarter of the third century suggests that he was more a civil servant. At the very least, it serves as an example of a traditionally military title being applied to a non-military capacity.

⁹⁴IC III.iii.4 line 72.

⁹⁵Face A line 9; the context is unknown – presumably having to do with deserting or interacting with deserters?

laborer's day's pay,⁹⁶ then we have a sum that would have been difficult but perhaps not insurmountable for a poor family, and negligible for a rich family. It is certainly the smallest fine found on Crete. Why have such a small fee? Perhaps the importance was not so much the fee itself, which could have been regarded as nominal, but rather the attention that came with summoning officials from Gortyn to be present in Rhitten, with the Rhittenian kosmos as well, in order to adjudicate the dispute – in other words, having publicity and/or shame in the place of a stiff financial penalty.

Finally, there is the issue of *ksenia dika* (line 8), which is applied when the offender is fined more than the drachma or if that drachma is not properly distributed. I suspect that this is a device for limiting the jurisdiction of the agreement. Let us assume that the agreement sets up a framework for a judicial action in response to a particular crime, i.e., a landowner who claims the profits of improvements made by the renter. According to the framework, the punishment for this crime is exactly one drachma, and this drachma must be paid to and distributed between the *startos* and the Rhittenians. By declaring Rhitten *αὐτόνομος καὶ αὐτόδικος*, Gortyn has stated that it will not intervene in Rhittenian justice; the judicial framework in this agreement allows the Gortynians to do just that, but only within the context of the crime in question. So what happens if the offender is fined more than one drachma, or that drachma does not go to the proper recipients? Since the framework gives specific instructions about how much should be

96M. Vickers, "Golden Greece: Relative Values, Minae, and Temple Inventories", *AJA* 94 n. 4 (Oct., 1990), 613-625, takes the values of 1 drachma per day for a skilled laborer and ½ a drachma a day for an unskilled laborer as a starting point for his study on Athenian relative monetary values. I am assuming that variation of this value between Athens and Crete is not necessarily important to my argument.

fined and where that fine would be allocated, a new crime is created: failure on the part of the officials to comply with the agreement. The crime of mismanagement is not covered under the judicial framework listed here -- the framework which allows Gortyn to intervene in Rhittanian justice despite its autonomy -- so it falls out of the agreement's jurisdiction. Instead, it becomes a dispute between two separate cities, and therefore must be sent to *ksenía dika*, the means for handling cases of external jurisdiction.

As I had suggested before, the landowners in question may not be Gortynians but rather Rhittanians. For one, having the Rhittanians as landowners would eliminate the problem of Rhitten as a “Polis ohne Territorium”⁹⁷. Wealthier Gortynian citizens leased land from Rhittanians in their territory; these groups came into conflict when the Gortynians invested in the land and the Rhittanian landlords wanted to enjoy the value added to their property.⁹⁸ It may have become such a problem that the Gortynians had to make this agreement with the Rhittanians in order to protect their citizens' interest. However, as I observed above, the actual fine was not so great as the public attention that the process drew. I suspect that the idea was to punish only lightly the offending Rhittanians, but to also discourage them from abusing their rights as landowners, and do so in the presence of magistrates from both cities. Furthermore, should an official decide to abuse the system by fining a landowner more than the nominal drachma, he could be brought to trial by means of *ksenía dika*.

The advantage of this interpretation is that it makes the next stipulation the

⁹⁷Hennig 1994 331.

⁹⁸One modern analogy I had in mind was the recent example of the Uighers in China who rioted, in part because of the influx of Han Chinese into their region, who invested in the region but generally kept the good jobs and other benefits of commerce for themselves.

protections of the agreement as a whole (lines 8-12). Here the identity of the parties is specified. A Gortynian creditor is forbidden from exacting a security from a Rhittanian and, if convicted, has to pay double the “amount written” to/in/on the “*pora*”⁹⁹; the Rhittanian kosmos has the responsibility of collecting the fine. However, if he does not collect the fine, for whatever reason, the panel responsible for collecting (τὸνς πρειγ[ίς]τονς τούτωνς πράδδοντας ἄπατον ἔμεν) is immune. Our scenario of Gortynian renters and Rhittanian landowners still works here: in exchange for the previous condition of enabling the renters to profit from improvements made to leased land, the Rhittanian landowners now are protected from Gortynian creditors. The legal action against the aggressive creditor is much harsher than that against the unyielding landowner – a fine of twice the value of, perhaps, the normal Gortynian fine for unlawful action as a creditor – and, more tellingly, it is in the hands of the Rhittanian kosmos. If the *preigistai*¹⁰⁰ are Rhittanian officials, and they do not incur a legal penalty for failure to enforce the fine, it could be that the Gortynian government has declared itself indifferent to the result; in other words, the Rhittanian government has the say-so of the Gortynian to prosecute Gortynian citizens who break the law on this matter, but the

99 *πόροι* proves difficult, and the interpretations parallel those suggested for *πορίμο* (see my note 136, p. 75.). Gagarin (unpublished) notes that Guarducci (1950 IC IV.80) posits “ἐφόροι”, as “written upon the place of the ephors”; Bile (1988 171 no. 70) views it as “tax”, Van Effenterre and Ruzè 1995 as “ἐν τᾷ (ἐ)π’ ὄροι ἐγρᾶτται” (the one at the back), but also they suggest “ἐν τᾷ πορο(ί)αι = ἐν τῇ ἐφορία/” (at the back of the frontier). Gagarin adds that Πόροα could be a place name, but only as a last resort. Since there is no satisfying answer to be had, I also would like to suggest that based upon its role in the sentence, it seems similar to that of the *diagramma* in later inscriptions (the closest text is IC I.xvi.1 lines 36-38: τιμαῖς δὲ χρησιόμεθα ταῖς ἐς τὸ διαγράμματος τὸ τῶν Κρηταίων αἰ ἐκάστων ἐγραπται) as a way of assessing pecuniary penalties. It would be unattested, but work in context.

100 Van Effenterre & Ruzè 1995 translate them as “elders”, Perlman (unpublished) simply as a “board of officials”; the importance here lies not in who they are, but what they do.

Gortynians have also agreed not to intervene actively in the Rhittanian kosmos' course of action.

The final provision (lines 12-15) is the “amendment clause”; much like the end of IC III.iii.4 (lines 74-76), it describes the legal procedure to be used in the case of future disagreement. The Rhittanians may bring their grievances before the Gortynians at an assembly session in the agora; the text says either that this is done “collectively” or with regard to τὸ κοινόν.¹⁰¹ We know that there is a herald who is going to Rhitten, that there is some sort of ten day(?) limit, and that the Rhittanians and/or their representatives must be present in Gortyn to lodge the complaint. The stone breaks off inconclusively, but based upon what we found examining other treaties, we can at least speculate upon the purpose of this clause: by providing a legal, non-violent forum for the Rhittanians to air their complaints, the Gortynians have created a way to prevent conflict, even if Rhitten is ultimately the weaker city.

Despite the difficulties in interpretation and the fact that this agreement does not treat the two cities as equals, it shares a number of parallels with the later Cretan judicial treaties. For one thing, we have the establishment of a joint court to handle a very specific issue – conflicts between renters and landowners – which, without a legal forum for dispute settlement, could potentially create unrest in the area. The lightness with which the landowners are treated, in contrast to renters, suggests that while Gortyn was indeed the superior city, it chose to act with care towards its dependent city. Ultimately, it seems that we have one more powerful city, while acknowledging the autonomy of the

¹⁰¹See my discussion below p. 50.

smaller, also creating a means by which a specific problem can be resolved under the auspices of both cities while maintaining judicial independence in other matters.

Thus, we can say that this agreement has this quality in common with city-to-city agreements such as IC III.iii.4 and, as we shall see, IC I.xvi.1; but an issue remains – what is *ksenia dika*? The nature of this agreement seems to eliminate it as full joint jurisdiction between Gortyn and Rhitten. Or perhaps it was something that functioned more like private arbitration, on an ad hoc basis with citizens choosing judges in the defendant's city, as in IC I.xvi.1. Could it be a forerunner to *koinodikion*?

One path of inquiry not taken is that of “τὸ κοινόν” in line 12. The standard translation is as an adverbial accusative: “collectively, as a community”; a much simpler reading (which avoids the issue of an adverb with an article) could be taking τὸ κοινόν with the preposition ἀνπι- (ἀμφί): “(If) the Rhittenioi should have a dispute with the Gortynians about the *koinon*” (ἀνπιπαίσοντι τὸ κοινόν οἱ Ριττένιοι πορτὶ τὸνς Γορτυνίον[ς]). The implication from this translation is that there was a *koinon*, and that it is something existing between Gortyn and Rhitten. If we accept this (albeit without rashly seeking a full-blown Cretan *Koinon*), we come away with two options: 1) there is an agreement (*koinon*) between Gortyn and Rhitten predating this inscription or 2) this inscription is the *koinon*, i.e. common agreement. Option 1 would mean that the two had a formal relationship at the time of the enactment of IC IV.80, that this inscription was intended to deal with a specific problem in that relationship, and that the declaration of Rhitten's political and judicial autonomy in line 1 was a shorter reaffirmation of an earlier, longer declaration; option 2 would confine the relationship between the two cities

to this particular legal problem. My instinct would be towards option 1, because regardless of who the landowners or the renters were, these two groups were obviously living in close quarters and probably would have made and amended more than one agreement in the course of their relationship.

In any case, if this conjecture turns out to be correct, we are looking at a bilateral agreement between independent *poleis* known as a “koinon” as early as the Fifth Century – something that perhaps sets a precedent for the unusual bilateral structure of the Hellenistic Cretan Koinon. In addition, the fact that these two cities make use of a bi-jurisdictional procedure to address a potential situation of conflict suggests a precedent for later bilateral judicial agreements. Perhaps the Gortyn-Knossos-centered Koinon was the logical outgrowth of a tradition of smaller *koina*, and *koinodikion* the outgrowth of a tradition of judicial procedure as an measure of interstate conflict resolution.

II. IC Lxvi.1: late 3rd/early 2nd Century BCE (see Appendix, Document VI)

The second of these judicial inscriptions is a treaty between Gortyn and Lato that dates epigraphically to roughly the same period as the Chersonesos Stone¹⁰²; while we cannot say which of these two came first, we can at least date it before the other three Cretan sources for the *koinodikion*. The middle section is badly broken up, but at least what survives suggests that the whole section is judicial, in line with the better preserved passages that precede and follow it. The document begins, like the Anaphe decree, with

102 Chaniotis (1996 225) places it a few years later (ca. 219-216), as he sees the Chersonesos Stone as a product of the Lyttian War, and this inscription to be between the Lyttian War and the re-foundation of the Koinon by Philip V in 216.

an invocation and dating based upon the kosmoi of both cities (lines 1-5). We are then told that peace has been ceremoniously declared, and that as part of this peace, there should be joint jurisdiction (lines 5-7). The bulk of the document explains how this joint jurisdiction will operate.¹⁰³ Before it does, however, it makes provisions for the reallocation of property seized during conflict, with land (*φανερὰ*) being attended to immediately and moveable goods (*ἀφανὰ*) after an assessment (*προῤῥις*).

One could easily imagine conflict arising from the situation portrayed here (lines 7-9). After all, the implication is that the two cities are trying to reset property conditions to their antebellum status; restoring land would, of course, be of greater concern to the cities as a whole, and perhaps easier to settle thanks to public records and the obvious fact that land cannot be hidden (made *ἀφανής*). In the case of moveable goods, it would be impractical for the states to handle the claims one-by-one, and probably impossible to locate all the owners. For this reason, I suspect that the joint jurisdiction expounded upon below functions purely to sort out these property disputes, channelling what could have been physical vigilante acts into a legal venue that would satisfy both sides.

Where the case is heard and the identity of the judges appear to depend upon the identity of the plaintiff. The plaintiff would be free to choose whomever he wished, provided that it be a citizen of the defendant's city and that the hearing took place in that same city (lines 9-15). In other words, a Gortynian could file a claim against a Latoan, but he had to choose another Latoan to be judge and would have to go Lato for the trial, and the same applied to a Latoan at Gortyn. However, while we can be sure of the

103 Chaniotis 1996 228.

judges' identity, the lines 12-14 are heavily restored; we assume that they detail the venue, but we cannot know for certain. Perlman argues for the interpretation in the restorations (that the trial takes place in the judge's city) because she finds no precedent for traveling judges.¹⁰⁴

While most of the middle section is missing, there appear to be stipulations similar to the Chersonesos Stone and IC III.iii.4 that place the duty of exacting the fine upon the shoulders of the kosmoi, with financial consequences for their failure to comply (lines 31-34). Similar to IC III.iii.4, there is a procedure for anyone who wishes to prosecute the kosmos for this failure, although, this differs in that the other inscription was describing the prosecutorial procedure against someone who tried to destroy the treaty rather than against a corrupt kosmos who threatened the peace indirectly by not enforcing the paying of the fine. Here, the prosecutor receives half of the two hundred-stater fine, while the (victor's?) city receives the other half. What is particularly interesting to us, however, is that the fines should be determined ἐς τὸ διαγράμματος τῶ τῶν Κρηταίων in which they were written – a clear reference to the Koinon, but in a treaty, like IC III.iii.4, that makes no reference to Koinon, *koinodikion*, or any authority beyond the *diagramma*.

The issue of the *hypoikoi* in lines 38-39 has been the subject of a few inquiries into the nature of dependent *poleis* on Crete¹⁰⁵ and the nature of their citizenship. As Perlman points out, we have two options for translating “κατὰ τὰ αὐτὰ δὲ καὶ οἱ ὑπόβοικοι ὑπεχόντων τὸ δίκαιον τοῖς Λατίοις Γόρτυνι”: “in the same way as the

¹⁰⁴Perlman 1996 239.

¹⁰⁵Bile 1986 140; Perlman 1996 239-242.

Latoans let the *hypooikoi* submit to justice at Gortyn” and “in the same way let the *hypooikoi* defend themselves from the Latoans at Gortyn.” It seems fairly well established from this inscription that *hypooikoi* are indeed people of dependent communities, but one important question is whose.

If we look back to the conditions enumerated (and conjectured by epigraphers) in lines 9-14, we know that a plaintiff is allowed to choose his judge, but out of the other city’s citizens, and the trial is to be held in the other’s city. A visual model of this would be the following:

Plaintiff City	Defendant City	Judge City	Venue City
Gortyn	Lato	Lato	Lato
Lato	Gortyn	Gortyn	Gortyn

Let’s apply the chart to Perlman’s translations. The first has the *hypooikoi* submitting to justice – we assume, acting as defendant – in the same way the Latoans do, at Gortyn. If the implication is that the *hypooikos* is being treated as a Latoan, such a chart would look like this:

Gortyn	Lato (dep.)	Lato?	Gortyn
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In other words, if the *hypooikos* is a dependent of Lato, the ensuing trial would not be within the stipulations for Latoan citizens.

In the second translation, the *hypooikoi* submit to justice **from** the Latoans at Gortyn. This model would look like this:

Lato	Gortyn (def)	Gortyn?	Gortyn
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Thus, if the *hypooikoi* were dependents of Gortyn, it would not alter the conditions of the treaty – whereas Latoan *hypooikoi* defending at Gortyn would require dispatching a Latoan judge to Gortyn under special circumstances, or else having a Gortynian choose a judge from his own people.¹⁰⁶ Even if Perlman is correct in saying that there is no precedent, Cretan or otherwise, for traveling judges¹⁰⁷, such an alteration of circumstances, especially in a document designed to end hostilities and channel private disputes into the law-court, seems uncharacteristic and might be a further point of contention. Furthermore, the need to accommodate Gortynian dependent cities probably reflects the reality of Gortyn as a leading city by this time in the Mesara, if not on Crete. Now, whether these *hypooikoi* were simply allied cities participating in the fight against Lato or simply territories directly dependent upon Gortyn¹⁰⁸ is a question; but, as Perlman points out¹⁰⁹, the participation of these dependent communities in the war against Lato made it important to Latoans to be able to take legal action against these *hypooikoi* as Gortynians for property stolen from Latoans during the war.

The reader may note that I have assumed that Lato and Gortyn are equal cities, at

106 A final note on the philological implications of this argument: Chaniotis (1996 230) mentions some scholars who took the view that these were Latoan *hypooikoi*, not Gortynian. I espoused this view myself upon first look because of my reading of ὑπεχόντων τὸ δίκαιον took ὑπέχω to mean “apply the law”, and assumed that the *hypooikoi* were the plaintiffs – and, by extension, would be Latoan because Latoan plaintiffs meet at Gortyn. In fact, the entry in Liddell & Scott translates “ὑπέχω δίκασ” as “to undergo a trial” or “pay a penalty”, and all of the entries in specifically legal contexts have the implication of the subject being a defendant. While the reading that enables the *hypooikoi* to be Gortynian certainly makes historical sense, the word’s usage makes it understandable why, for example, Ernst Kirsten (*Das dorische Kreta, Teil I*, Chicago: Ares Publishers, 1986, p. 86) posits that Latoan *hypooikoi* might be the inhabitants of Lato’s port city (κάτω πόλις).

107 Perlman 1996 239-40; she distinguishes between these and third party appeals courts (n. 39).

108 Chaniotis 1996 231 also offers the possibility that some of the conflicts between the two cities could have arisen from Latoan herdsmen who, while moving their flocks from pasture to pasture, could have caused problems in territories affiliated with Gortyn.

109 Perlman 1996 241.

least in this treaty. In a contrasting view, Bile states that, “La seule certitude à tirer du texte est que, comme les Latiens, ils sont soumis à Gortyn, tout au moins en matière juridique”¹¹⁰, reading Lato as one of these *hypooikoi*. The trouble with this reading is that it ignores the reciprocal language of the treaty, with its joint dating and the parallel provisions in the event of a mixed trial – more reminiscent of the equality between Hierapytna and Priansos (or even the Koinon and Anaphe) than the lack of parallel provisions of IC IV.80 between Gortyn and Rhitten. Furthermore, the strongest argument against the inequality of these cities comes in the final lines of the treaty (lines 40-41) in which both cities are charged with publishing the treaty upon their respective Prytanies, suggesting – in stone, at least – equal civic institutions. In other words, while Lato may be less powerful than Gortyn, the terms of this ceasefire place the two cities on equal footing – Lato may be lesser but it is not a *hypooikos* to Gortyn.

In conclusion, we have a “*Rechtshilfevertrag*” (as the German so neatly puts it) between Lato and Gortyn that lays out the legal procedure for the retrieval of private property from citizens of the other city following a war between them. The extra section regarding *hypooikoi* is meant to allow Latoan plaintiff to prosecute inhabitants of cities dependent upon Gortyn who plundered while fighting on the Gortynian side. Because of the lack of explicit mention of Koinon, Chaniotis, as I indicated above, places its date to the period just before Philip V “reestablished” the Koinon. I suggest that this inscription is not necessarily dependent upon the existence of the Koinon, based upon the evidence of the Chersonesos Stone. This inscription, as mentioned above, offers two options of

110 Bile 1986 140.

judicial recourse to citizens of Gortyn and Knossos in peacetime: *koinodikion*, or “in the respective court which the cities should set up between each other for the adjudication of contracts” (lines 32-33). I suggest that what we could have in IC I.xvi.1 would be not so much a judicial agreement in the absence of *koinodikion* (as IC III.iii.4 explicitly states) as one of these city-by-city agreements that work as a peacetime alternative to *koinodikion*. While there could well be arguments against this idea, at the very least, we can probably see IC I.xvi.1 as a predecessor to the sort of state-by-state judicial agreement later espoused by Hierapytna and Priansos.

Conclusion

Koinodikion is rare word with only a few attestations; this fact hinders a complete knowledge of how a *koinodikion* functions or even how it is comprised, but it also helps because it can be the subject of such a small study as this one. The translation we most often accept is “shared” or “joint tribunal”, but even this does not provide all the information.

We began by examining the four Cretan texts that attest to its usage. These are concentrated around the last quarter of the third century BCE and the first half of the second century BCE. The Anaphe *asylia* decree (IC IV.197) showed that *koinodikion* was a judicial venue closely linked to the Koinon, but did not entirely answer the question of whether it was to function as the all-Cretan option for pirate prosecution, as opposed to the Anaphaian court, or whether it was a joint court of Anaphaians and Cretans. As we saw, the other Cretan usages suggest the former, but in my opinion, the matter might still be open for discussion.

The Hierapytna-Priansos *symbolon* (IC III.iii.4) attests to the absence of *koinodikion*; the two cities set up a court to adjudicate all of the disputes (except those that could first be settled by arbitration) that arose between their citizens since the *koinodikion* ended (lines 58-62). They also provided for the adjudication of future disputes by establishing a court that also had an appeal process to a third, neutral city (lines 67-8). While the agreement reflects the staying power of the *diagramma* – an institution that is associated with the Koinon but need not dependent upon the Koinon – the inscription shows that *koinodikion* was a court for cases of mixed jurisdiction.

Polybius 22.19.1-5 presented an episode from 184 BCE in which the Romans arbitrated disputes on Crete. Besides handling the cases of Gortyn and Knossos' mutual harassment, the Roman Appius Claudius also ordered Kydonia to stay out of Cretan affairs if it did not choose to take part in *koinodikion*. Here, acceptance of *koinodikion* would have appeased the Cretan cities whom Kydonia had upset (most importantly, Gortyn and Knossos); furthermore, lack of acceptance would have signalled an unwillingness to partake of the preventative measure associated with *koinodikion*, and would have made Kydonia “un-Cretan” in the eyes of those other Cretans who had accepted it.

Chaniotis' Chersonesos Stone recorded a bilateral agreement between Gortyn and Knossos, with their allies. The agreement was probably meant to last beyond the original circumstances, because it had stipulations for how to perform the requisite oaths (Side B lines 22-24) and multi-jurisdictional adjudication (Side B lines 27-32) in times of both war and peace. From here, we learned that in peacetime, Cretan citizens prosecuting fellow citizens (presumably those unable to have their case heard at home, such as a private citizen prosecuting a kosmos) or citizens from other cities have two options, *koinodikion*, or one of the bilateral courts established by two cities on an ad hoc basis. We could posit, then, that *koinodikion* was something separate from a bilateral agreement such as IC III.iii.4, but that it also owed its existence to the alliance of Gortyn and Knossos – and by extension, the Cretan Koinon – and could not function in wartime.

We then looked at three attestations of *koinodikion* from outside of Crete. These had a larger date range, with four Ptolemaic papyri (Guéraud 11, 43, 66, and 70) from

221 BCE, an arbitration letter of Eumenes II of Pergamon to the Teians and the Guild of the Dionysian Artists (Welles #53) from c. 170-160 BCE, and a seal-stone found on Delos dating to 127 BCE (Boussac). From the Egyptian ἔντευξις (petition) letters, we observed that *koinodikion* filled the judicial gap between the native Egyptian courts and the Macedonian circuit courts, but eventually fell out of use as the language of the contract rather than the litigants' ethnicity became the deciding factor in jurisdiction. We thus noted *koinodikion*'s bilateral quality, but concluded that the identities of the litigants did not necessarily guarantee us knowing how the court was composed, i.e. whether the judge(s) was/were Greek or Egyptian or both.

The arbitration letter to Teos and the Dionysian Guild also demonstrated the bilateral nature of *koinodikion*, since it adjudicated between two groups that were autonomous. As with the Egyptian sources, this inscription did not inform us of the court's composition, but it did show the validity of the court being challenged on the grounds of faulty oaths.

The Delos seal-stone only provided enough information to speculate upon the spread of *koinodikion*. It was the most recent of any of the sources in this study; if Boussac's interpretation is entirely correct, it would mean that *koinodikion* probably spread through cultural contact with Egypt. On the other hand, it seems more likely that the Teian usage came from Crete, although the bilateral Teian *koinodikion* is probably closer in nature to the bilateral agreement between Hierapytna and Priansos than the common court in the Chersonesos Stone.

Finally, we examined two somewhat earlier Cretan inscriptions – IC IV.80 from

the fifth century BCE and IC I.xvi.1 from the late third century (around the same time as the Chersonesos Stone). While neither of these mentioned *koinodikion*, both were examples of intercity judicial treaties.

IC IV.80, an agreement between Gortyn and Rhitten, began by recognizing the autonomy of the Rhittenians, but then set up a procedure for the Gortynians to handle specific renter/landowner conflicts (lines 3-4) that involved citizens from each of the cities. The final clause (lines 12-15), with its emendation procedure, may possibly refer to the arrangement between Gortyn and Rhitten as τὸ κοινόν (line 12); if this is so, then we have a cultural context not only for bilateral judicial agreements, but also for *koinon* itself as a bilateral agreement.

Finally, we examined IC I.xvi.1, a treaty between Gortyn and Lato that established a procedure for citizens to sue for goods seized during the previous war. Plaintiffs could choose their judges, but these had to be from among the defendant's fellow citizens; besides prosecuting Gortynians, Latoans also had a clause allowing them to sue Gortynian *hypooikoi*, (dependent?) communities that had aided Gortyn in the war against Lato. This agreement corresponds to the second option in the Chersonesos Stone's peace-time provisions, and sets the stage for the arrangement in IC III.iii.4.

From all of this, what can we conclude about *koinodikion*? First of all, it is by nature a venue for litigants of different jurisdictions that are autonomous communities. Second, it is one of the many techniques for conflict prevention that is used in many of these agreements. We can also conclude that while Crete shares a tradition of bilateral

courts with Egypt (and may have influenced Teos), *koinodikion* on Crete has a distinct association with the Koinon, and acceptance of it symbolizes accession to the will of Gortyn and Knossos, while rejection means that one is “un-Cretan”, and rejects the possibilities offered by *koinodikion* for judicial conflict mediation.

We do not know for certain how the *koinodikion* was organized; the litigants may be from different communities, but there could be one or more judge, and these might not necessarily represent the communities of the litigants. More importantly, we do not know how often it took place or how effective it was. It is, after all, only referred to in these ten instances; in Egypt it is confined to evidence from 221 BCE, in Teos to one instance during the 160s BCE, and to four instances from Crete over a fifty-year period, and then only when Gortyn and Knossos were allied. Was it truly an option for Cretans? Or was it mentioned for its association with the *diagramma τῶν Κρηταίων*, something that seems to have had authority regardless of the political existence of the Koinon?

Ultimately, *koinodikion* was a diplomatic tool: it represented a means for conflict prevention through dispute resolution between communities that might otherwise erupt into more serious kinds of conflicts. On Crete, it had the additional quality of representing a Cretan tradition; the people of Hierapytna and Priansos would have accepted *koinodikion* had it been available, but in its absence, they still acknowledged its authority and held the *diagramma* as a standard in common. By not accepting *koinodikion*, Kydonia would have rejected that common standard. The Cretans may have been notoriously bellicose, but by recording instances of *koinodikion* and bilateral intercity judicial agreements, they demonstrate a desire to reduce the potentiality of war

through the application of legal procedure.

those being kosmoi were of
the Aethaleis with Kypselos
son of -----retos, on the 4th day of the
month of Agyeios: let the city and countryside
of the Anapheians be inviolate, just as
the shrine is already inviolate
by the decree from the koinon
of the Cretans. If someone
of those sailing out from Crete
should violate one of the Anapheians
either from the city or from the
countryside, let him be liable for
trial among the Anapheians,
whatever (trial)¹¹² they should prescribe for him,
and in koinodikion (let him be?) without
preliminary hearing and without prosecutorial
deposit¹¹³ and let the action of recovery¹¹⁴
have authority in accordance with
the diagramma.

II. IC III.iii.4

[θ]εὸς ἀγαθ[ός].

ἀγαθαὶ τύχαι καὶ ἐπὶ σωτηρίαί, ἐπὶ κόσμ[ων ἐν μὲν]
Ἱεραπύτναι τῶν σὺν Ἐνίπαντι τῷ Ἑρμαῖῳ μ[ηνός]
Ἱμαλίῳ, ἐν δὲ Πριανσιοῖ ἐπὶ κόσμων τῶν σὺ[ν Νέωνι τῷ]
Χιμάρῳ καὶ μηνός Δρομηίῳ. *Vac.* τάδε συνέθε[ντο καὶ συνευ]-
δόκησαν ἀλλήλοισ Ἱεραπύτνιοι καὶ Πριάνσιοι [ἐμμενον]- 5
τες ἐν ταῖς προὔπαρχώσαις στάλαις ἰδίαί τε [ταῖ κειμέναι]
Γορτυνίοις καὶ Ἱεραπυνίοις καὶ ταῖ κατὰ κοινὸν [Γορτυνίοις]
καὶ Ἱεραπυτνίοις καὶ Πριανσίοις καὶ ἐν ταῖ φιλῖαι [καὶ συμμα]-
χῖαι καὶ ὄρκοις τοῖς προγεγονόσι ἐν ταύταις τ[αῖς πόλεσι] 10
καὶ ἐπὶ ταῖ χώραι αἱ ἐκάτεροι ἔχοντες καὶ κρατόν[τες τὰν συν]-
θήκαν ἔθεντο ἐς τὸν πάντα χρόνον. *vac.* Ἱεραπυτν[ίοις]
καὶ Πριανσίο<ι>ς ἤμεν παρ' ἀλλήλοισ ἰσοπολιτείαν καὶ ἐπιγα-
μίας καὶ ἐνκτησιν καὶ μετοχὰν καὶ θείων καὶ ἀνθρωπίνων
πάντων, ὅσοι κα ἔωντι ἔμφυλοι παρ' ἐκατέρους, καὶ πωλόν- 15

112 ὑπόδικος ἔστω (δίκαν ἐν) τε Αναφαίοι(ς) (ἄν κ' α)ὕτ(ο)ῖ προστάζωντι

113 ἀπρ(όδικον κ' ἀπ)άβρολον: is this adverbial? Reflects the subject? Could it describe koinodikion?

114 ἀ πράξις

τας καὶ ὠνωμένος καὶ δανείζοντας καὶ δανειζόμενος
 καὶ τᾶλλα πάντα συναλλάσσοντας κυρίως ἤμεν κατὰ
 τὸς ὑπάρχοντας παρ' ἑκατέρους νόμος. *vac.* ἐξέστω δὲ τῷ
 τε Ἱεραπυτνίῳ σπείρεν ἐν ταῖ Πριανσίαι καὶ τῷ Πριαν-
 σιῆ ἐν ταῖ Ἱεραπυτνίαι διδῶσι τὰ τέλεα καθάπερ οἱ ἄλλοι 20
 πολῖται κατὰ τὸς νόμος τὸς ἑκατέρη κειμένος. *vac.* εἰ δὲ τί
 κα ὁ Ἱεραπύτνιος ὑπεχθῆται ἐς Πρίανσ{ι}ον ἢ ὁ Πριανσιεύς
 ἐς Ἱεράπυταν ὅτιοῦν, ἀτελέα ἔστω καὶ ἐσαγομένῳ καὶ
 ἐξαγομένῳ αὐτὰ καὶ τούτων τὸς καρπὸς καὶ κατὰ γᾶν
 καὶ κατὰ θάλασσαν· ὧν δὲ κα ἀποδῶται κατὰ θάλασσαν ἐώ- 25
 σας ἐξαγωγᾶς τῶν ὑπεχθεσίμων ἀποδότω τὰ τέλεα
 κατὰ τὸς νόμος τὸς ἑκατέρη κειμένος. *vac.* κατὰ ταῦτά δὲ
 καὶ εἴ τις κα νέμ[η] ἀτε]λῆς ἔστω· αἱ δὲ κα σίνηται ἀποτεισά-
 τω τὰ ἐπιτίμια. [ὁ] σι[νό]μενος κατὰ τὸς νόμος τὸς ἑκατέρη κει-
 μένος. πρειγῆια δὲ ὦ [κ]α χρεῖαν ἔχη πορηίῳ παρεχόντων 30
 οἱ μὲν Ἱεραπύτνιοι κόσμοι τοῖς Πριανσεῦσι, οἱ δὲ Πριανσιέ<ε>ς
 κόσμοι τοῖς Ἱεραπυτνίοις· αἱ δὲ μὴ παρίσχειεν, ἀποτεισάν-
 των οἱ ἐπίδαμοι τῶν κόσμων ταῖ πρειγείαι στρατῆρας δέκα.
 ὁ δὲ κόσμος ὁ τῶν Ἱεραπυτνίων ἐρπέτω ἐν Πριανσιοῖ ἐς 35
 τὸ ἀρχεῖον καὶ ἐν ἐκκλησίαι καθήσθω μετὰ τῶν κόσμων,
 ὡσαύτως δὲ καὶ ὁ τῶν Πριανσιέων κόσμος ἐρπέτω ἐν Ἱε-
 ραπύτναι ἐς τὸ ἀρχεῖον καὶ ἐν ἐκκλησίαι καθήσθω μετὰ
 τῶν κόσμων. ἐν δὲ τοῖς Ἡραίοις καὶ ἐν ταῖς ἄλλαις ἑορταῖς
 οἱ παρατυγχάνοντες ἐρπόντων παρ' ἀλλάλος ἐς ἀδρή- 40
 ἰον καθῶς καὶ οἱ ἄλλοι πολῖται. ἀναγινωσκόντων δὲ τὰν
 στάλαν κατ' ἐνιαυτὸν οἱ τὸκ' αἰ κοσμόντες παρ' ἑκατέ-
 ροις ἐν τοῖς ὑπερβώιοις καὶ προπαραγγελόντων ἀλλά-
 λοις πρὸ ἀμερᾶν δέκα ἢ κα μέλλωντι ἀναγινώσκεν.
 ὅποιοι δὲ κα μὴ ἀναγνῶντι ἢ μὴ παραγγήλωντι ἀπο- 45
 τεισάντων οἱ αἴτιοι τούτων στατῆρας ἑκατόν, οἱ μὲν
 Ἱεραπύτιοι κόσμοι τῶν Πριανσιέων ταῖ πόλει, οἱ δὲ
 Πριανσιέες Ἱεραπυτνίων ταῖ πόλει. *Vac.* αἱ δὲ τις ἀδικοίη
 τὰ συνκείμενα κοινᾷ διαλύων ἢ κόσμος ἢ ιδιώτας, ἐ-
 ξέστω τῷ βωλομένῳ δικάζασθαι ἐπὶ τῷ κοινῷ δι- 50
 καστερίῳ τίμαμα ἐπιγραψάμενον τᾶς δίκας κατὰ τὸ
 ἀδίκημα ὃ κα τις ἀδικήσῃ· καὶ εἴ κα νικάσῃ, λαβέτω τὸ
 τρίτον μέρος τᾶς δίκας ὁ δικαζάμενος, τὸ δὲ λοιπὸν ἔσ-
 τω τᾶν πόλεων. αἱ δὲ τι θεῶν βωλομένων ἔλοιμεν ἀγα-
 θὸν ἀπὸ τῶν πολεμίων, ἢ κοινᾷ ἐξοδούσαντες ἢ ἰδία τι- 55
 νές παρ' ἑκατέρων ἢ κατὰ γᾶν ἢ κατὰ θάλασσαν, λαν-

χανόντων ἐκάτεροι κατὰ τὸς ἄνδρας τὸς ἔρποντας
 καὶ τὰς δεκάτας λαμβανόντων ἐκάτεροι ἐς τὰν ἰδί-
 αν πόλιν. ὑπὲρ δὲ τῶν προγεγονότων παρ' ἐκατέροις
 ἀδικημάτων ἀφ' ᾧ τὸ κοινοδίκιον ἀπέλιπε χρόνω, ποιη-
 σάσθων τὰν διεξαγωγὰν οἱ σὺν' Ἐνίπαντι καὶ Νέωνι κό[σ]- 60
 μοι ἐν ᾧ κα κοινᾷ δόξῃ δικαστηρίῳ ἀμφοτέραις ταῖς πό-
 λεσι ἐπ' αὐτῶν κοσμώντων καὶ τὸς ἐγγύος καταστασάν-
 των ὑπὲρ τούτων ἀφ' ἧς κα ἀμέρας ἅ στάλα τεθῆι ἐμ μη-
 νί. ὑπὲρ δὲ τῶν ὕστερον ἐγγινομένων ἀδικημάτων προ-
 δίκω μὲν χρήσθων καθὼς τὸ διάγραμμα ἔχει· περὶ δὲ τῷ 65
 δικαστηρίῳ οἱ ἐπιστάμενοι κατ' ἐνιαυτὸν παρ' ἐκατέροις
 κόσμοι πόλιν σταυέσθων ἄγ κα ἀμφοτέραις ταῖς πόλεσι [ι]
 [δό]ξῃ ἐξ ἧς το ἐπικριτήριον τέλεται, καὶ ἐγγύος καθιστάν-
 των ἀφ' ἧς κα ἀμέρας ἐπιστάντι ἐπι τὸ ἀρχεῖον ἐν διμήνῳ,
 καὶ διεξαγόντων ταῦτα ἐπ' αὐτῶν κοσμώντων κατὰ τὸ 70
 δοχθὲν κοινᾷ σύμβολον. αἱ δὲ κα μὴ ποιήσωντι οἱ κόσμοι κα-
 θὼς γέγραπται, ἀποτεισάτω ἕκαστος αὐτῶν στατῆρας
 πεντήκοντα, οἱ μὲν Ἱεραπύτνιοι κόσμοι Πριανσίων τᾷ πόλει
 οἱ δὲ Πριάνσιοι κόσμοι Ἱεραπυτνίων τᾷ πόλει. αἱ δὲ τί κα 75
 δόξῃ ἀμφοτέραις ταῖς πόλεσι βωλουομέναις ἐπὶ τῷ
 κοινᾷ συμφέροντι διορθώσασθαι, κύριον ἔστω τὸ διορ-
 θωθὲν. στασαντων δὲ τὰς στάλας οἱ ἐνεστακότες ἐ-
 κατέρῃ κόσμοι ἐπ' αὐτῶν κοσμώντων, οἱ μὲν Ἱεραπύ-
 τνιοι ἐν τῷ ἱερῷ τᾶς Ἀθαναίας τᾶς Πολιάδος καὶ οἱ
 Πριάνσιοι ἐν τῷ ἱερῷ τᾶς Ἀθαναίας τᾶς Πολιάδος. 80
 ὀπότεροι δὲ κα μὴ στάσωντι καθὼς γέγραπται ἀπο-
 τεισάντων τὰ αὐτὰ πρόστιμα καθότι καὶ περὶ τῶν
 δικαίων γέγραπται.

Good Gods.

For good fortune and preservation, (in the year) when the kosmoi for the
 Hierapytnians were those with Enipas son of Hermaios in the month
 of Himalios, and (in the year when) the kosmoi for the Priansians were those with Neon
 son of Chimaros in the month of Dromeios. *vac* The Hierapytnians and Priansians 5
 established these things and concluded them together, abiding in the preexisting stelae
 (this one, and those set up by the Gortynians
 and the Hierapytnians and those set up according in common¹¹⁵ by the Gortynians and the
 Hierapytnians and the Priansians), and in their friendships
 and alliances and earlier oaths between these cities 10
 and on the condition of the territories that each possesses and controls,

115 κατὰ κοινόν

they set up the treaty for all time. *vac* Let there be between the Hierapytnians and the Priansians common citizenship¹¹⁶, the privilege of legal intermarriage¹¹⁷, the right to acquire property¹¹⁸, and joint possession¹¹⁹ of all things pertaining to gods and man, as many as the *phylai* from each may take part in, and let the rights to sell 15 and buy and loan and borrow and engage in all other transactions have authority according to the law that already exists for each. *vac* Let it be possible for a Hierapytnian to sow seed on Priansian territory and a Priansian on Hierapytnian, provided they pay taxes just as the other 20 citizens do according to the law established by each. *vac* If a Hierapytnian deposits something for re-export in Priansos or a Priansian does likewise in Hierapytna, let it remain free of taxes for him importing and exporting these things and their produce by land and by sea; on those things that were deposited for reexport that he will sell sold by sea 25 with export being permitted, let him pay the tax according to the law established by each. *vac* Similarly, if someone should pasture, let him be tax-free; but if he should do damage¹²⁰ let the one damaging pay the assessed fine according to the law established by each. When an embassy should have need of a conveyance(?)¹²¹, let the 30 Hierapytnian kosmoi provide it to the Priansians, and the Priansian to the Hierapytnians; if they do not provide it, let those of the kosmoi who are sojourning there¹²² pay ten staters for the embassy. Let the kosmos of the Hierapytnians among the Priansians go into the magisterial hall and let him sit in the assembly with the kosmoi, 35 and in the same way let the [kosmos] of the Priansians among the Hierapytnians go into the magisterial hall and let him sit in the assembly with the kosmoi. Let those present at the festival of Hera and other festivals on either side enter the andreion just as the other citizens do. Let those in the office of kosmos at that point 40 read out the stele to each other during the Hyperboia and let them announce to each other ten days before that they intend to read it out. Whichever do not read it out or announce it, let those guilty of these pay one hundred staters, the 45 Hierapytnian [kosmoi] to the city of the Priansians, the Priansian to the city of the Hierapytnians. *vac* If anyone, whether kosmos or private citizen, should commit a wrong by destroying the common co-establishment,

116 ἰσοπολιτεία

117 ἐπιγαμία

118 ἔνκτησις

119 μετοχή

120 σίνηται

121 πρειγῆια δὲ ᾧ (κ)α χφείαν ἔχηι πορηίω παρεχόντων

122 οἱ ἐπίδαμοι; Chaniotis: anwesenden

let it be possible for someone who is willing to prosecute before the common
 court¹²³, with the penalty of the verdict being prescribed according 50
 to the crime which someone might commit; if he should prevail, let the prosecutor
 take a third of the fine money, and let the remaining share
 be for the cities. If, gods willing, we should seize some wealth
 from enemies, either campaigning in common or as some private individuals
 from each city, whether by land or by sea, let each take 55
 an allotment according to the men coming along
 and let each take a tithe to his
 own city. With regard to preexisting injuries against each other
 from the time when the koinodikion stopped¹²⁴, let the kosmoi
 with Enipas and Neon make a trial(?)¹²⁵ 60
 in whichever court¹²⁶ is agreed upon in common by both cities
 in the presence of their kosmoi and let the securities be established
 with regard to these things within a month of the day on which the stele
 was set up. With regard to injuries that might arise later,
 let them employ a preliminary hearing as the diagramma stipulates; concerning the 65
 dikasterion, let those in the office of kosmos for each year in each [city]
 appoint a city which is pleasing to both cities
 from which the appellate court¹²⁷ will be constituted, and let them set up a
 security within two months from the day they published it at the magisterial hall¹²⁸,
 and let them try(?)¹²⁹ these cases in the presence of the kosmoi according to the 70
 agreement decided upon in common.¹³⁰ If the kosmoi should not do these things as
 it is written¹³¹, let each of them pay fifty
 staters, the Hierapytnian kosmoi to the city of the Priansians,
 the Priansian kosmoi to the city of the Hierapytnians. If something
 should be pleasing to both cities, desirous 75
 of a common benefit, to amend¹³², let the emendation have authority.
 Let those incumbent as kosmoi in each during
 their respective kosmos terms set up stelai, the
 Hierapytnians in the shrine of Athena Polias and the
 Priansians in the shrine of Athena Polias. 80
 Whichever do not set them up as it is written,
 let them pay the same fine as it is written

123 ἐπὶ τῷ κοινῷ δικαστηρίῳ

124 ἀφ' ὃ τὸ κοινοδικίον ἀπέλιπε χρόνῳ

125 διεξαγωγή: trial, settlement, inquiry

126 ἐν ᾧ κα κοινᾷ δόξει δικαστηρίῳ

127 τὸ ἐπικριτήριον

128 ἀφ' ἧς κα ἀμέρας ἐπιστᾶντι ἐπὶ τὸ ἀρχεῖον ἐν διμήνῳ

129 διεξαγόντων

130 κατὰ τὸ δοχθὲν κοινᾷ σύμβολον

131 γέγραπται

132 διορθώσασθαι

concerning such cases(?)¹³³.

III. Polybius 22.19.1-5

“Ὅτι κατὰ τὴν Κρήτην, κοσμοῦντος ἐν Γορτύνη Κύδα τοῦ Ἀντάκου, κατὰ πάντα τρόπον ἐλαττούμενοι Γορτύνιοι τοὺς Κνωσίους, ἀποτεμώμενοι τῆς χώρας αὐτῶν τὸ μὲν καλούμενον Λυκάστιον προσένειμαν Ῥαυκίοις, τὸ δὲ Διατόνιον Λυττίοις. κατὰ δὲ τὸν καιρὸν τοῦτον παραγενομένων πρεσβευτῶν ἐκ τῆς Ῥώμης εἰς τὴν Κρήτην τῶν περὶ τὸν Ἀππιον χάριν τοῦ διαλύσαι τὰς ἐνεστῶσας αὐτοῖς πρὸς ἀλλήλους διαφοράς, καὶ ποιησαμένων λόγους ὑπὲρ τούτων ἐν τῇ Κνωσίῳ καὶ Γορτυνίῳ, πεισθέντες οἱ Κρηταιεῖς ἐπέτρεψαν τὰ καθ’ αὐτοὺς τοῖς περὶ τὸν Ἀππιον. οἱ δὲ {πεισθέντες} Κνωσίοις μὲν ἀποκατέστησαν τὴν χώραν, Κυδωνιάταις δὲ προσέταξαν τοὺς μὲν ὁμήρους ἀπολαβεῖν, οὓς ἐγκατέλειπον δόντες τοῖς περὶ Χαρμίωνα πρότερον, τὴν δὲ Φαλάσαρναν ἀφεῖναι μηδὲν ἐξ αὐτῆς νοσφισαμένους. περὶ δὲ τῶν κατὰ κοινοδίκιον συνεχώρησαν αὐτοῖς βουλομένοις μὲν {αὐτοῖς} ἐξεῖναι μετέχειν, μὴ βουλομένοις δὲ καὶ τοῦτ’ ἐξεῖναι, πάσης ἀπεχομένοις τῆς ἄλλης Κρήτης αὐτοῖς τε καὶ τοῖς ἐκ Φαλασάρνης φυγάσιν.

On Crete, while Kydas son of Antakles was kosmos in Gortyn, the Gortynians were seeking by any means to weaken the Knossians, and having divided off a portion of their territory, they allotted the portion called Lykastion to the Raukians, and the part called Diatonion to the Lyctians. At that time, the ambassadorial party of Appius from Rome to Crete was present in order to settle existing differences between them and, when they had addressed these in Knossos and Gortyn, the Cretans were persuaded to turn them over to Appian’s embassy. They restored the territory to the Knossians, and ordered the Kydonians to take back the hostages whom they had left with Charmion before and to leave Phalasarna without despoiling it. With regard matters of *koinodikion*, were permitted to participate, or to refuse if they did not wish, on the condition that they and the exiles from Phalasarna leave the rest of Crete alone.

IV. “Chersonesos Stone” (Chaniotis & Kritzas transcription)

FACE A

[---8-9---]ΤΕΙΣΑ.[-----25-26-----]
[-3-].ος Κρητικῶ σ[τατηρ- -----18-----]
[-3-]ον ενίωντι οἱ ΔΙ[-----24-----]

133 περὶ τῶν δικαίων

[-2-] ΔΕ δικαττέσθω Ε[-----22-23-----]	4
[-3] Ι αίτιαττομένω[?-----20-21-----]	
Ν κ[αί] τῶι κρύποντι καὶ ΥΓ[-----20-21-----κ]- ατακριθῆι ὑπὸ τῶν πλιόν[ων-----20-----]	
νος ἀποτεισάτω ὑπὲρ ἑκα[στ- -----17-18-----σ]- τατῆρας ἑκατὸν πεντήκον[τα-----15-----]	8
ρηι ἀνφὶ τᾶς τριπλείας τῶι ΔΙ[-----16-----σ]- τατῆρας πεντήκοντα ὅς καὶ ΠΡΑ[-----15-16-----]	
ΟΝ κα προσστάσεται τρόπω ὦι κα λΙ[-----13-----ού]- ρισκῆται. κατὰ μὲν τὸν πόλεμον ΕΓΔ[-----12-13-----]	12
λα αὐτομολικὰ καθ' ἰρήναν δὲ ἐπὶ τῶι Π//[-----12-13---ῶ] ς κα ἀφέληται, νικέσθω τὰς ἠγγράμμενας [--8-9--δι]- αγράνματι τας ἀφαιλέσιος διπλόος ΕΠΙΔ.[-----9-----]	16
ΔΑΔΡΟΜΑΙΩΙ κατὰ τὸ διάγραμμα ὧν δὲ κα κα[----8----] οὶ ἐρευταὶ καὶ πρατόντων τούτος αὐτοὶ κατὰ τὸ[---7---] καὶ ἐξαποσσελλόντων τὸ ἀργύριον ἐν ἀμέραις Ε[---6---]	
ἐς τὰν πόλιν ἐξ ᾧς κ' ἦι ὁ αὐτόμολος περὶ ὧ κα ἄ δικα ἦ[ι]. εἰ δὲ κα μὴ οὐρίσκωντι χρήματα ὅπω πράξοντι αὐτοΝ[--4--] ντες ἐσδόντων τὸν κατακρίθεντα. εἰ δὲ κα μηδ' αὐτὸν δ[ύν] ανται ἐλὲν ἅ πόλις ἀποττινυόντων τὰν κατάδικον, οἱ δὲ κόσμοι ἀποδιδόντων ἐς τὰν πολιτικᾶν προσόδων ἀττά- μοι ἰόντεν καὶ ἀνυπόδικοι καὶ μῆδενι ἔνοχοι πολιτικῶι νόμωι. εἰ δε οἱ κόσμοι μὴ ἐσαποδοῖεν αὐτοὶ ὀφηλόντων τ- ὸ διπλόον καὶ ὁ βωλόμενος τῶν ἐρευτᾶν καὶ τῶν ἰδιωτᾶν πρατέσθω ἑκαστον τὸ κατὰ μέρος καὶ τὰν μὲν κατάδικ- ον ἐξαποδιδότω τοῖς ἀδικιομένοις, τὸ δὲ ἐπίτιμον αὐτὸς ἐχέτω· κατὰ τὰ αὐτὰ δὲ ἦμεν τὰν πράξιιν τῶν ἠγγραμμένω- ν.	20
	24
	28

FACE B

[-----19-----].Ε.[-----20-----]	
[-----18-----].ΤΑΜΜΕ[-----18-----]	
[-----16-----]ΑΣΙ τῶν Κρηταιέω[ν -----13-----]	
[-----19---κατ]άδικος οἱ ἐρευταὶ Ι[-----13-----]	4
[-----19-----] δὲ τᾶν καταδίκων τα[-----9-----]	
[-----17-----ύ]πὲρ τῶν αὐτομόλων κ[--6-7--]	
[-----19-----].ΩΔΕ καὶ τοῖς δικαττο[μένοις--]	
[-----21-----α]ὐτὰ ἀσφάλεια κα.[----8----]	8
[-----20-----]ινομένοις· ἐπὶ δὲ τοι[ς συνκειμένοις] [-----τελεσάντων τὸ]ν ὑπὸ γεγραμμένον ὄρκ[ον---6--]	
[-----18-----] ὀρκιζάντων δὲ τὸς μὲν Κ[νωσίος -2-3-] [Γορτύνιοι ἐπαρώμενοι κ]αὶ τὰς γυναῖκας καὶ τὰ τ[έκνα -3-4-]	12

[αὐτῶν καὶ τὰ χρηματ]Α τὸς δὲ Γορτυνίος ὁ Κνώ[σιοι οἱ]
[-----17-----]ων σύνμαχος ὄρκιζάντων [---6---]
[-----14-----πρε]ιγῆιας ἀποσστήλαντες ἐπὶ ΤΑ.[-3-]
[---ἐν ἡμέρας τρι]άκοντα ἀφ' ἅς ἄδε ἅ συ<ν>θήκα κεκύρωται. 16
[-----13-----τὰ]ν ὑπογεγραμμέναν ἐπαρὰν κατὰ πόλιν Ο[---]
[-----14-----]τῶν συνκειμένων Η κα τελεσθῆι ὁ ὄρκος ΣΥΝ
[-----12-----π]ολίτας· οἱ μὲν Γορτύνιοι παρίονσα[ς] Κνωσίων
[πρειγῆιας οἱ δὲ Κ]νώσιοι Γορτυνίων. οἱ δὲ σύνμαχοι Γορτυνίων 20
[---9-10---]Ι· θέντων δὲ καὶ οἱ τόκ' αἰεὶ κόσμοι τὰν αὐτὰν ἐπαρὰν
[καθ' ἕκασ]τὸν ἐνιαυτὸν κατὰ μὲν τὸν πόλεμον κατιόντων τῶν
[ο]ρκιστᾶν, καθ' ἱρήναν δὲ παρίονσας πρειγῆιας ἐν ταῖ πρατίσται
[ἐ]ννόμωι ἐσκλησίαι προαναγνόντες τὰν συνθήκαν· εἰ δὲ μη ἄ- 24
νάγνοιεν τὰν συνθήκαν ἢ τὰν ἐπαρὰν μ[ῆ] θε[ῖ]εν αὐτοὶ ἔνοχοι ἐν-
των ταῖ επαράι ὑπὲρ θιῶν· δικαττεσθω ἐνὶ ἐκάστω τῷ κόρ-
μω κρητικῷ στατήρων χιλίων. κατὰ μὲν τὸν πόλεμον πολίτας
τὸ κόρμω ἐπὶ δικαστηρίω ὧ κα κοί ἄλλοι πολίται περὶ τῶν πορτ' α- 28
ὑσαυτος συνβολαίων διεξάγων[τι] τὸ δίκαιον· καθ' ἱρήναν δὲ
ὁ λήϊων τῶν Κρηταιέων κ[αί] πολίτας πολίται καὶ ξῆνος ξηνώι ἢ ἐν
τῷ κοινοδικίῳ ἢ κατ' ἄ ἐκάστωι αἰ πόλεις πορτ' ἀλλάλας περὶ τ-
ᾶς δικαιοδοσίας συνθίωνται σύνβολα. ἀνγράψαι δὲ τάνδε τὰν συ[ν]- 32
θήκαν καὶ τὸν ὄρκον καὶ τὰν ἐπαρὰν εστάλαν λίθιναν καὶ θέμεν
Γορτύνιος μὲν ἐς τὸ ἱαρὸν τῷ Ἀπόλλωνος τῷ Πυτιῷ. *vacat*

FACE A

.....let him pay (?).
... Cretan staters.
... for him entering, the (judges?).
..let him be tried/judged.
... for/of the accused people.
N and for the one hiding and UG.
has been convicted by the majority.
let him pay on behalf of each.
150 staters.
... with regard to the threefold (penalty?) for the.....
50 staters. Whoever also (makes a transaction?).
let him arrange it in whichever way
is found. In wartime EGD.
the matter? of desertion; in peacetime, on the (first month?)
(whoever) is robbed, let the laws prevail (?) (according to)
the diagramma, a double portion of the stolen amount
[dadromai] according to the diagramma, of [de ka ka-].
Let the debt collectors and they themselves provide these things according to [the

diagramma?]
 And let them send the money away within (20?) days.....
 into the city from which the deserter came whom the suit is about 20
 If they do not discover the property whence they provided it,
 let them lodge information against the convicted party; if they are not able to seize him,
 let the city(?) pay the fine, let the
 kosmoi pay back into the public treasury, and let them be 24
 free from punishment and not liable for any action and not liable
 to public law. If the kosmoi should not pay, let them owe
 double and let any willing person, either from the debt collectors or private citizens,
 file a suit of redemption against each according to the share and 28
 let him mete out the conviction to the wrongdoers; let him keep
 the remainder. Let the assessment be in the same way as the laws.

FACE B

.....E.....
TAMME.....
of the Cretans.....
wrong-doer(?) (Let) the debt collectors..... 4
of the fine.....
on behalf of the deserters and.....
ŌDE and for those bringing cases.....
the same security, and..... 8
INOMENOIS; concerning the [things set up together].....
 [let them accomplish the] underwritten oath.....
let [the Gortynians, having made the curse] administer the oath for the
 [Knossians] to take
[on their] wives and [children]..... 12
 [and their property] and let the Knossians administer the oath to the Gortynians...
let them administer the oath to the allies.....
sending out embassies concerning TA...
[within] (thirty) days from that from which the treaty has had authority. 16
the underwritten curse city by city O...
of the things agreed upon or let the oath accomplish SUN
citizens; let the Gortynians with the [embassies] of the Knossians present
[and the] Knossians [with the embassies of the] Gortynians. [Let] the allies of the
 Gorynians 20
I; let the incumbent kosmoi make the same curse
 each year, in wartime, with the oath-takers being present,
 in peacetime, with embassies being present in the first
 official assembly, publicizing the agreement; if they should not 24
 read out the agreement or should not make the curse, [let] them be liable
 to the curse from the gods; let each kosmos by fined individually
 a thousand Cretan staters. In wartime, let them dispose citizens

in the kosmos' court just as the other citizens do with contracts 28
between each other in court; in peacetime,
a member of the Cretans, either a citizen against a fellow citizen or citizens of two
different cities, either in
the koinodikion or in the respective court which the cities should set up between each
other for the adjudication of contracts. May the Gortynian publicly inscribe the 32
agreement and the oath and the curse on a stone stele and let
him set it up in the shrine of Apollo Pythios.

V. IC IV.80 (Van Effenterre & Ruzé #7)

Θιοί. Ἐπὶ τοῦδε [Ῥ]ι[ττέ]ν[ι]οι Γορ[τυνί]οις αὐτ[ό]νομ[ο]ι κ' αὐτόδικοι *vac.* τὰ θ[ύ]-
ματα παρέκοντες ἐς Βίδαν τρί[τ]οι [φέ]τει τριακατίονος (σ)[τ]ατῆρανς καὶ πεν-
τέκοντα. στέγαν δ' ἄν κα φοικοδομέσ[ει]]ς ἔ δένδρεα πυτεύσει, τὸν
φοικοδομέσαντα καὶ πυτεύσαντ[α] καὶ πρίαθαι κ' ἀποδόθαι. *vac.* τὸν δὲ στρατ- 4
αγέταν καὶ τὸν κοσμίοντα ὅς κ' ἄγε[ι] Ῥ[ι]ττενάδε κοσμεῖν πεδὰ τῷ Ῥιττενίῳ
κόσμο τὸν μὲ πειθόμενον τῷ πορίμ[ο], δ[ι]αίμεν δὲ δαρκνάν καὶ κατακρέθαι πεδ-
ά τε τῷ σταρτῷ καὶ πεδὰ τῶν Ῥιττενίων· πλῖδὸν δὲ μὲ δαμιόμεν· αἰ δὲ πλῖον
δαμιός-
αι ἔ μὲ κατακρέσαιτο, κσενείαι δίκαι δικάδδεθαι. ἐνεκυραστὰν δὲ μὲ παρέρπε- 8
ν Γορτύνιον ἐς¹³⁴ τῷ Ῥιττενίῳ. αἰ δὲ κα ν[ικ]αθῆι τῶν ἐνεκύρον, διπλεῖ καταστᾶσ-
αι τὰν ἀπλόον τιμὰν αἰ ἐν τᾷ πόραι¹³⁵ ἔγρατται, πράδδεν δὲ τὸν Ῥιττένιον κοσμ-
ον. αἰ δὲ κα μὲ πράδδοντι, τὸνς πρειγ[ί]στονς τούτονς πραδδόντας ἄπατον
ἔμεν *vac.* τὰ ἐγραμμέν', ἀλλα δὲ μέ. *vac.* ὅτι δὲ [κα αὔ]τ[ι]ς ἀνπιπαίσοντι τὸ
κοινόν οἱ Ῥι- 12
τένιοι πορτὶ τὸνς Γορτυνίον[ς] -----]ν τὸν κάρυκα Ῥιττενάδε ἐν ταῖδ (δ)έ-
κα παρέμεν ἔ αὐτόνς ἄλλονς π[ρ]ὸ [τούτον ἀπ]οκρίνεθθαι κατ' ἀγορὰν φευμέν-
αν τᾶς α[ἰ]τίας ἅς αἰτι[ά]σ[ον]ται, τὰν δὲ κρίσιν ἔ[μεν] αἰπερ ταῖς ἀ[-

Gods. On these terms let the Rhittenioi be self-governing and self-adjudicating, separate
from the Gortynians, (on the condition that)
they furnish the trieteric sacrifices worth 350 staters.
Whoever builds a house or plants trees may
offer the constructed house and planted trees for sale. The *startegetas*¹³⁶ 4
and the one administrating as kosmos, whichever leads (?) to Rhitten shall, in the
presence
of the Rhittenian kosmos bring to order whoever does not obey the *porimo*¹³⁷; they shall

134 The Gortynian dialect ἐς probably functions here more like the Attic ἐκ.

135 Van Effenterre and Ruzé's original reading is ἐν τᾷ (ἐ)π' ὄραι ἔ[γρα]τται" (the one at the back),
but I have used the PHI text for emendation.

136 See my discussion page 44.

fine him a drachma and distribute it
in the presence of the *startos* and the Rhittenioi; let them not fine him more. If they do
fine him more,
or if they do not collect it, let it be judged by *xenia dika*. A Gortynian creditor 8
may not seize security from a Rhittenian. If he is convicted in a case concerning the
security, let him pay double
the fine as it is written on the *pora(?)*¹³⁸. The Rhittenian kosmos shall exact it.
But if he does not exact it, then let the *preigistai* who exact fines not be liable (to
penalty).
(Let these things be authoritative)¹³⁹ and not otherwise. If ever in the future the
Rhittenioi

12

collectively¹⁴⁰ should (have a dispute) with the Gortynians, let the herald going to Rhitten
within ten days
(order) them or their representatives to be present at the scheduled assembly (in Gortyn?)
to answer
the charges which they allege. The judgement shall be as -----.

VI. IC I.xvi.1 (Chaniotis #18)

Θεοί.

[Τάδ'ἔ]βαδε τοῖς Γορτυνίοις καὶ τοῖς Λα-
[τοίοις ἐπὶ τ]ῶν σὺν Εὐρυάνακτι κοσμό(ν)των τ[ῶ]
[-----, Γόρτυνι,] ἐπὶ τῶν σὺν Ὀμάρωι τῶ
[-----Λατοῖ· τ]ᾶσπονδᾶνς ἄγεν 5
[καὶ τὰν εἰράνα]ν αἰεὶ καὶ τὰ δίκαια δια-
[κρίνεν ἐν ἀλλάλ]οις. τὰ μὲν φανερὰ πράξ-
[ντας αὐθαμερὸ]ν ἀποδόμεν, τῶν δὲ ἀφα-
[νέων δόμεν πρ]ᾶξιν. αἱ δὲ τις ἀδικῆσθα[ι]
[φωνίοι?, δικαστὰ]νς ἐλέσθω ὁ ἀδικιόμεν[ος] 10

137πορίμ[ο] is difficult to read and has provoked many conjectures, which Gagarin (unpublished) summarizes. Guarducci (1950 IC IV.80) interprets it as “ephor”, with an early inscription from Prinias, while Bile disagrees that this would have been unknown on Crete. Bile (1988 171 no. 70) suggests “tax” (gen. of φοριμον), which is tempting based upon context, but which Gagarin says is unattested. Van Effenterre & Ruzè propose “boundary” (ephorismos), but I agree with Gagarin that this does not work well in context.

138See my note 99, p. 48.

139 Perlman (unpublished): (κυρία ἔμεν) τὰ ἐγγραμμέν...

140τὸ κοινὸν is here translated adverbially, but if it were translated as an accusative instead, could suggest that we have some sort of *koinon* between the Rhittenians and the Gortynians, either a sort of proto-federal arrangement, or perhaps just the descriptor for the alliance between the two cities. See page 50.

[-----ὄν]ς κα λῆι αὐτός, ὁ μὲν Γορτύ-
 [νιος Λατοῖ, ὁ δὲ Λάτι]ος Γ[ό]ρτυν[ι· οἱ δὲ αἰλε-
 [θέντες δικασταὶ δικαδδό]ν[των οἱ μὲν Γορ-
 [τύνιοι vacat? Λατ]οῖ, οἱ δὲ Λ[άτιοι Γόρτυνι] 15
 [ἐν διμή]νωι· [αἱ δὲ οἱ αἰλεθέν[τες μὴ δικάζαι-]
 [εν?, πρ]αττόντων ὁ κόσμο[ς ἕκαστον δικαστάν? στα-]
 [τῆρ]αν· τὸν δὲ νικαθέν[τα τᾶι δίκαι πραττόντων]
 [ὁ κό]σμος τᾶν τριάκον[τα ἄμερᾶν τὸ νικάμα καὶ]
 [ἀπ]οδόντων τῶ[ι ν]ικάσαν[τι -----]
 [-----] ἄν κέλη[ται ---] νικάμα ΑΙ[-----] 20
 [...· αἱ δὲ κα μὴ π]ράξαιεν, αὐ[τοὶ ἀποτεισάντων]
 [-----]ΟΡΟΙΕΝΑΥΤΟΙ[-----]
 [-----τῶ]ι νικάσαντι ἢ Ω[-----]
 [-----α]ὐτόν τε καὶ τὰ β[ίδια-----]
 [-----]ΑΝΟΝΑΙΟΥΧΟΡΙ[-----] 25
 [-----αἱ δὲ μὴ π]ράξαιεν, ὑπόδ[ικοι ἔστων το]
 [διπλώω?-----]ΕΛΟ[...]Ο Μ[.]ΛΗ[-----]
 [-----τῶ αἰλ?]ιομένο δικάτ-
 [τεν? --- ὁ ἀδικιόμεν]ος τῶι κόσμωι ἐπὶ
 [τ]ῷ ἐπισταμένο [κό]σμο, τός κα αὐτός 30
 ἔληται δικαστάνς· ὅτεῖος δὲ κα κόσμος
 μὴ βέρδῃ κατὰ τὰ γεγραμένα ἀποτει-
 σάτω παρ τὸν τίτα[ν] ἀγρυρίω διακοσίος στατῆρας
 ἕκαστος ὁ κόσμος· μ[ω]λῆν τὸν λείοντα 35
 κῆγεν τὰν ἡμίναν, τὰν δὲ ἡμίναν τᾶι πό-
 λι· τιμαῖς δὲ χρησιόμεθα ταῖς ἐς τῷ δια-
 γράμματος τῷ τῶν Κρηταίων ἄι ἐκάσ-
 των ἔγραπται· κατὰ τὰ αὐτὰ δὲ καὶ οἱ ὑ-
 πόβοικοι ὑπεχόντων τὸ δίκαιον τοῖς Λα-
 τίοις Γόρτυνι. ἀναγρψάντων δὲ βε- 40
 κάτεροι ἐν βρυταν[εῖωι τὰ] ἡγγραμμένα.
 vacat.

Gods.

It has been agreed upon by the Gortynians and the Latoans
 while those with Euryanax [son of ----] were kosmoi
 [at Gortyn], and those with Homaros [son of ----]
 [were kosmoi at Lato;] let them make the libations 5
 [and the] perpetual [peace] and have mutual jurisdiction
 [between each other]. Let us return the assessed public property
 [immediately], but let us [make an assessment]

of private property. But if someone should be wronged,
let the one wronged choose the judge 10
[-----] whomever he prefers, the Gortynian
at Lato, and the Latoan at Gortyn; let the chosen
judges judge, the Gortynian judges
[at] Lato, [the Latoan judges at Gortyn(?)]
[within two months]; [but if] the chosen judges [do not 15
judge(?), let] the kosmos assess [each judge(?) {some amount?}
staters]; let the kosmos [assess] the losing party [in the judgment]
within thirty [days from the loss and]
let them hand over to the winner [-----
-----] which should be ordered, the judgment[----- 20
----; but if they should not] make the assessment, [let them pay

-----for] the winner or [-----
-----]himself and his [private property-----
-----] 25
-----if he should not]make the assessment, [let him be] liable
[to a double fine(?) -----
[-----the] chosen(?) judges(?)
[-----the wronged person] to the kosmos in the presence 30
of the kosmoi for that year, let that one
choose the judge; but whichever kosmos does
not act according to the laws, let each kosmos
pay 200 silver staters
to the tax official; whichever of the people was willing, 35
let him have half, let the other half go
to the city; let us use the financial penalties in the dia-
gramma of the Cretans, each of which
was written; let the *hypoboikoi*
undergo trial in the same way as the Latoans
at Gortyn.¹⁴¹ Let each city read out 40
the written stipulations in each's Prytaneion.

141 Perlman 1996 239: also could be translated as “Let the *hypoboikoi* defend themselves from charges brought by Latoans at Gortyn”.

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