Artykuł został zdigitalizowany i opracowany do udostępnienia w internecie przez Muzeum Historii Polski w ramach prac podejmowanych na rzecz zapewnienia otwartego, powszechnego i trwałego dostępu do polskiego dorobku naukowego i kulturalnego. Artykuł jest umieszczony w kolekcji cyfrowej bazhum.muzhp.pl, gromadzącej zawartość polskich czasopism humanistycznych i społecznych.

Tekst jest udostępniony do wykorzystania w ramach dozwolonego użytku.
JOURNAL OF PAPYROLOGY

for the first time a view into family and business relations, civil and criminal procedure and the national intercourse of an epoch, the effects of which continue to be felt after another thousand years have elapsed. A laudable accomplishment of the arduous task of printing contributes to the success of the enterprise.

The distinguished author has rendered science a great service during his years of sorrow and exile. The gratitude he expresses in his preface to Professor Westermann of Columbia University, the Rockefeller Foundation, and the publisher, Mr. Monsky, for generous help, is certain to be shared by the many who will be interested readers.

ERNST RABEL.

H. C. YOUTIE, O. M. PEARL, Papyri and Ostraca from Karanis.

The papyri and ostraca presented in this volume were recovered at the site of ancient Karanis. № 364-371 are official documents, № 372-420 refer to taxation, 421-426 are petitions, 427-428 contracts, 700-971 ostraca.

№ 364 (179 A.D.) is a notice of change in the registry of a parcel of catoecic land, addressed by the farmer of the tax on catoecic records of the Arsinoite and other nomes to the syntaktikos, or recorder of the “division of Heracleides.” The land concerned was sold at auction by the state to Gaius Apollonius Niger (cf. CPR. 1 = M. Chr. 220, ll. 5-7). Although the purchaser obtained the property Jan.-Febr. 176, about three and one half years elapsed, before it was transferred to his name on the catoecic registers (cf. BGU. VII, 1567). This delay may be explained by the fact that the sales by auction took place only on condition that no overbid was made during the period of probably three years (cf. Wilhelmsen, Zum rom. Fiskalkauf in Ägypten 19). As soon as the term for the overbid had elapsed, the μετεγγραφή could be performed. № 465 (194 A.D.) is an excerpt from the minutes of the epistrategos. An Antinoite entered a complaint against a resident of Karanis and a summons was sent to the latter to appear before the epistrategos. When the defendant failed to appear, the plaintiff’s advocate asked that the defendant be sent to Antinoopolis for trial. After ascertaining that the defendant was resident from Karanis, the epistrategos granted the request. Evidently the δίκαια Ἄντινοικά granted the Antinoites the privilege: jus evocandi ad forum Antinoense (cf. on the privileges of Antinoites, Taubenschlag, Law 11) but evidently with the restriction the defendant should belong to the same jurisdictional district as the plaintiff, that is to Heptanomia, for which conventus in Memphis used to be held (cf. Wilcken, Arch f. Papy. IV,
377). In this way the *privilegium fori* granted to Antinoopolis, did not
infringe the rule, which prevailed also in Sicily (*Cic. Verr. III, 15, 38*)
or in Cyprus (*Cic. ad Att. V, 21: evocari ex insula Cyprus non licet*) that
a defendant could not be sued outside of his jurisdictional district (cf.
Wilcken, *Arch. f. Papyr. IV, 366*). № 370 (189 A.D.) κατ’ οίκίαν ἄπο-
γραφαί, probably, concerns absentee owners φροντίζομενοι by an agent. If
so, we would find here a new case of *cura absentis* (cf. Taubenschlag,
*Law 136* note 25). In № 421 (reign of Claudius), a petition concerning
theft and maltreatment: there occur the terms ληστρικώ τρόπω, άπελάν

In the petition № 425 (198 A.D.) the request: πεμφθηναι εξ ανθίντίας σου επ’

The publication contains two contracts № 427 (134 A.D.) a ὁμολογία
έκστάσεως (cf. Schwarz, *Urkunde* 219ff.) with an ἀφήλιξ acting διὰ his
φροντιστής as direct representative (cf. Taubenschlag, *Law 123/4*).
The clause therein (l. 28ff.): ὅποτε δὲ εἰς βούληται ὁ Χαϊρείμων ἀπογρά(φεται)
tὰ ἔξορομα ἀπὸ ἀντιγράφου τίθεν τῆς ὁμολ(ογίας) μὴ προσδεόμ(ενος) τῆς
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The 131 papyri, nos. 226-356, belong to the same group of papyri from the grapheion of Tebtunis as those published eleven years ago in the vol. II of the Michigan papyrus. All of them originate from the first half of the first century A.D. approximately, from 7 until 56 A.D., and complete in a large measure the picture of the activity and technical functioning of that record office. The assertion by one of the editors, Dr. Elinor M. Husselman, that the papyri published in the volume under review "do not individually contain much that is new or important," seems to me too modest. Many a papyrologist will agree with this reviewer that the volume belongs to the richest ones among the last publications of the kind. Most of the papyri published are in a rarely excellent condition and some of them may be designated as exemplary models of the respective types of contracts in spite of their grammatical and orthographic oddities. The edition as a whole is faultless and derives full appreciation. The three editors kept, in general, the right measure in their commentary as well as in the editorial and critical notes. They say neither too much nor too little and leave to the papyrological expert the further exploitation of the documents published in that direction which interests him most. More references to similar documents in older publications, however, would certainly not have done any harm.

The following pages aim only at making the reader generally acquainted with the contents of the extensive volume and calling his attention to some interesting problems and pieces to be exploited. Some loose remarks on details which seem to this reviewer noticeable may be added.

Our knowledge of the operation and clerical technique in the Tebtunis grapheion has been considerably enriched by the new publication. In particular, new light is thrown on those documents which contain only the subscriptions of the parties to the contract and where the body of the contract itself is missing. These so-called independent subscriptions being only a brief resume of the provisions of the agreement usually are written on the lower part of the papyrus, while the space above is being left blank. Our knowledge of the operation and clerical technique in the Tebtunis grapheion has been considerably enriched by the new publication. In particular, new light is thrown on those documents which contain only the subscriptions of the parties to the contract and where the body of the contract itself is missing. These so-called independent subscriptions being only a brief resume of the provisions of the agreement usually are written on the lower part of the papyrus, while the space above is being left blank. The present passage, however, stands alone in its explicit avowal of unwillingness to report.

R. T.