Taubenschlag, Rafał

Papyri and parchments from the Eastern Provinces of the Roman Empire outside Egypt

The Journal of Juristic Papyrology 3, 49-61

1949

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.
PAPYRI AND PARCHMENTS FROM THE EASTERN PROVINCES OF THE ROMAN EMPIRE OUTSIDE EGYPT

Papyri and parchments have also been found provenient from eastern provinces of the Roman empire outside Egypt, but papyrologists dealt with them only incidentally. I think therefore that it would be of advantage to make up a list of all these documents, frequently published in hardly accessible publications and I hope that such a list will be highly welcomed by fellow-papyrologists.¹

1. Papyri from Syria.

   ed. Liebesny, Aegyptus XVI (1936), 256 ff; 289 ff; S. B. 8008 (262/1 or 261/0 B.C.).

   The papyrus contains two προστάγματα of Philadelphus; the first one refers to ἀπογραφαί of ὑποτελής and ἀτελής λαία; the latter to a royal decree which orders that the inhabitants of Syria-Phoenicia who acquired a native free person (σώμα λαύν έλεύθερον) or took possession of her in another way, have under penalty to produce her to the οἰκονόμος within 20 days since the publication of this decree. Those who de-

¹ We did not include in this list documents found in the West, especially Arangio-Ruiz Fontes No 137, 139, 140, 141, 150 and Wess. Stud. XIV p. 4 (504 A. D.); the same holds of non legal documents: P. Bouriant No 25 (cf. Wilcken, Arch. f. Pap. VIII 308) a letter from Apamea (Syria or Asia Minor) Class. Phil. XXII (1927), 237 ff (cf. Wilcken, Arch. f. Pap. IX 85) a letter from Ostia; W. Chr. 480 a letter from Misenum; W. Chr. 445 a letter from Rome; Dura No 75 (240 A. D.) cf. Welles, Münch. Beitr. XIX 398; Excav. VI seas. p. 438 also a private letter.
monstrated that they have acquired the produced person as a house-slave (όντα οίκετικά) are entitled to take her home; as far other persons are concerned, they seem to be set in liberty except such ones who were bought at royal auctions. The decree forbids for the future to buy or sell, or to give or take in pledge native free persons.

Lit. Kreller, Erbrechtliche Untersuchungen 274 ff.
This papyrus refers to a will which changes or repeals a former will. The will seems to contain dispositions of a woman in favour of her daughters.

3. Lond. II 229 (166 A.D.).
Lit. Arangio-Ruiz, l. c.; it may be added to the literature quoted there: Wilcken Atti Firenze 109; Montevecchi Aegyptus XIX (1939) 16.
A deed of sale whereby C. Fabullius Macer, optio of the trireme Tigris in the Misenian fleet, purchases a boy named Albus or Eutyches, natione Transfluminianus, aged seven years from C. Julius Priscus, a soldier of the same vessel, for 2000 denarii. C. Julius Antiochus, manipularis at the trireme Virtus is named, as fideiussor. It is remarkable that the deed follows entirely Roman principles.

II. Papyri from Palestine².

S.B. 6710.
This letter deals with a violent frustration of an execution by a native debtor named Jeddu. The addressee was advised to take pledges (ἐνέχυρα) from the debtor and hand them over to the creditor.

PAPYRI FROM EASTERN PROVINCES

Lit. Wilcken, Arch. f. Pap. IX 80; Degrassi, Aegyptus X 242; W. Seston, Les vétérans sans diplômes des légions Romaines (Rev. de Philol. 3 série VII (1933) 375); Wilcken, Atti Firenze (1935) 109; Arangio-Ruiz, Chirografi di soldati (Studi in onore di Siro Solazzi), 260 f.

This is an attested copy of a libellus which 22 discharged soldiers of the X legio Fretensis in the year 150 A.D. submitted to the legatus Augusti pro praetore of the province Syria Palaestina, Villius Kadus, endorsed with the subscription of the legatus. The petitioners are veterans of the X Fretensis legio who in that time stationed in Jerusalem. They did originally military service in the classis praetoria Misenaensis and were ex indulgentia divi Hadriani in the years 125 — 126 promoted to the legio Fretensis. They request the legatus — as they are going to return in patriarch Alexandrinum ad Aegyptum to attest: a te missos esse, ut ex adfirmatione tua appareat nos ex eadem legione missos esse, non ex classe, in order that his subscription may serve them instrumenta causa. The subscription reads: Veterani ex legionibus instrumentum accipere non solent. Attamen sacramento eos a me iussu imperatoris nostri solutos notum fieri praefecto Aegypti desideramus. Sportulam et instrumentum dabo.

ed. Arangio-Ruiz Fontes No 20 vide infra p. 163 f.
A document dealing with a dowry.

Lit. Arangio-Ruiz, Chirografi di soldati 261.
A soldiers chirograph in Roman type.

This is a small fragment of a latin chirograph, whose form corresponds to the chirographs compiled by Bruns, Fontes7 p. 356 f.

ed. Arangio-Ruiz l. c. No 315.
Lit. Arangio-Ruiz l. c.
Deed of a sale whereby Flavius Vitalianus, biarchus vexillationis equitum cataphractiorum, purchases a boy named Argutes, natione Gallum from Fl. Agemundus for 22 denarii. The deed follows Roman principles except the provision concerning the execution on all properties, hypothecated to the creditor.


   Fragments of hypothecary deeds.


   The papyrus concerns a release from παραμονή. While Westermann sees in this papyrus a general service contract, Falenciak understands it as an antichretic παραμονή.


   As a contract or agreement of divorce, this papyrus has no exact parallel. It adhers — as the editors say — in some respect to and divagates in other respect from Roman practice and implies not only in language but in form familiarity with Semitic usage. Steinwenter, however, refers this agreement to a *divortium in ecclesia* modelled after the *manumissio in ecclesia*; on Christophilopoulos’s opinion see below p. 164.

10. Ένταγια from the years 674—672 A.D. (Nessana Colt. Exp.).

   This article contains 7 entagia. *Entagion* is there an order for the payment of taxes, the delivery of supplies, or the execution of work, addressed to the people of a village or
other locality and enclosed with the Governor’s letter (to the pagarch) in which the service was ordered. The orders of the individual taxpayer were issued by the pagarch.

III. The Land of Ammon (Birta).
A contract of sale defined as a real contract like in the ancient city-laws (Tenos, Amorgos, Delphi) whereby Zenon buys a female slave named Σφραγίς from a soldier, των Τουβίου ιππέων χληρώγος.

IV. Myra in Lycia.
B.G.U. 913 (206 A.D.).
Lit. Mitteis, Grundz. 193; Taubenschlag, Studi Bonfante I 396; Arangio-Ruiz, l. c. 428.
A deed of sale whereby Gemella purchases κατά [τους περί άλλων σωμάτων κα[1] διαστάλματα a slave from a certain Simon in a manner which reminds rather local than Roman law.

V. Side in Pamphylia.
B.G.U. 887 (151 A.D.).
ed. Arangio-Ruiz l. c. No 133.
A deed of sale whereby Artemidoros, an Alexandrian, buys from Lucius Julius Protoktetos a female slave for 350 denarii. The provisions are so completely Roman ut — as Arangio-Ruiz points out—testationis cuiusdam vel Daciae vel Herculanensis Graecam interpretationem prae oculis habere credas.

VI. Marmarica-Cyrenaica.
I. P. Marmarica (II cent. A.D.)

This papyrus contains: a) a land register probably with the aim to establish the πρόσοδοι of different properties for transferring them to a higher category of taxes, b) a record of proceedings before the strategus, some of them terminated by his υπογραφή, other ones submitted by him to the prefect.

2. Wess. XX 45 = Führer 259 (237 A.D.).
Lit. Wilcken, Arch. f. Pap. VII 102; Taubenschlag, Law I 266.

A deed of deposit of money which in no way differs from analogous deeds in Egypt. Even the famous ε των παραθηνών νόμος is found there.


In this papyrus a δίπλωμα Ἑλληνικὸν is mentioned which was drawn up in the province Cyrenaica, in Pentapolis.

VII. Pompeiopolis in Paphlagonia (Asia Minor).
Mich. Inv. 5474 (207 A.D.) = S.B. 7563.
Lit. Arangio-Ruiz l. c. 428; Montevecchi, Aegyptus XIX 16.

A fragment of a document. The complete document was probably originally a petition, to which was appended the copy of a contract for the sale of a slave.

VIII. Avroman in Persian Kurdistan.

Lit: Mitteis, Sav. Z. XXXVI 425 ff; Bell, J. E. A. III 135; Taubenschlag, Das römische Privatrecht z. Zeit Diokletians 236; Wilcken, Arch. f. Pap. VI 369 ff.

A deed of sale of a vineyard inherited by two brothers to a certain Γαθάνης for a price of 40 silver drachmas. It is re-
markable that this vineyard belonged to a rural community whose soil was not yet broken up in separated parcels.

2. P. Avroman No 2 (22 — 21 B. C.).
Ed. Minns I. c.

This is a deed of a long-lease of an άμπελος έν ψειλοφύτωι. The lessee pays rents, secured by a βεβαιωτής and in addition a price of 55 dr.


This is a deed of sale whereby Pataspah sells a vineyard to Avil. The only provision the document contains other than the statement of the sale and of the price is the „transfer of ownership” (κυριεία - clause).

IX. Susa (Σαλανσίν ή πρός τοι Εὐλικοι).

Lit. C. B. Welles, Sav. Z. LVI 103s.

A deed of manumission, in the form of a protocol from 182 B.C. with the following prescript: Βασιλεύοντος Σέλεύκου έκεισις λα' μήν [ή] νόημα Δαισίου εν Σελευκισί τοις Εουλικοί.


A deed of manumission from Susa in the form of a sale to God from 175 — 164 B.C.
X. Dura in Mesopotamia.

   ed. F. Cumont, *Le plus ancien parchemin grec* (Rev. de Philologie XLVIII (1924) 98 ff.
   Lit. F. Cumont l. c. 98—111.
   A fragment of an *αναγραφή* containing a summary of two sales; one of them is a *πράσις* εἰς λύσιν and concerns a parcel of land sold [ςιν] ἀκροδύοις καὶ ἐποικίωι καὶ παραδέσοις; the other a sale beginning with the phrase: ἐπίπλετο.1

2. P. Dura No 5.
   The papyrus contains a law of the legal order of succession on intestacy founded on a system of parentage based on classes. There are some restrictions in the line of the κατά νόμους κληρονόμοι, in the absence of whom the *fiscus* gets the inheritance.

3. P. Dura 40 (86/7 A.D.).
   This parchment, a *trimartyros* syngraphe is a διαίρεσις and contains the same provisions and reflects the same legal re-

\[^1\text{Cf. P. Dura 2, a fragment of ειφόμενα, see F. Cumont, *Fouilles de Doura-Europos* (1926) 296—304; J. Johnson, *Dura Studies* (1932) pp 35—47; C. B. Welles, Sav. Z. LVI (1939) 99.}
\[^{1}\text{Cf. my article *Actes Oxford* 482.}
quirements as the Greco-Egyptian διαιρέσις. Like the Egyptian διαιρέσις, it consists of an identification of the contracting parties, a statement of the property to be divided, a list of the portions of each heir drawn by lot, certain conditions applicable to all, and at the end a statement of title and the penalties for breach of contract. The text differs only in matters affected by local practice, as far its form is concerned.


ed. Welles, Sav. Z. LVI (1936), 99 ff.

The parchment contains a δόσις των ὑπάρχουσιν (κατὰ τὰ περὶ τῶν ὑπάρχουσιν ἐδομηκατομένα) whereby Nicanor declares that he grants to Timonassa, who is now his mother-in-law all his properties except three slaves, which properties Timonassa had ceded him at one time in connection with a hypothec and ἀνανέωσις.

5. P. Dura 10 (121 A. D.).


A contract of loan whereby Phraates loans to Barlaas in the village Paliga 400 drachmas, on the security of his property and instead of interest on the above money, Barlaas staying with Phraates until the time of repayment will perform to him the services of a slave doing everything which is ordered to him (παραμόνη). Barlaas has agreed to „renew“ (ἀνανέωσις) this contract through the registry office in Eu-
ropos whenever he may receive notice to do so from Phra-
ates under penalty.

A loan from Lysias to Aththaeus of 100 drachmae on the security of all his property which remains in his possession and instead of the interest on the loan Aththaeus will continue to deliver to Lysias annually twelve and a half jars of wine fresh from the press from the present time until the money is repaid (antichresis).

7. P. Dura 13 (134/5 A.D.).
Probably a contract of loan.

8. P. Dura 26 (143 A.D.).
A loan with a „renewal“ clause like that in Dura 10.

A contract of sale drawn in the record office. Two brothers, Lysias and Heliodorus had inherited from their father a vineyard and two slaves; they divided this inheritance by a contract of division and after that Lysias sold to his brother his share of the property, half of the vineyard and one slave, Achabus by name, about twenty years old. The price is described as five hundred drachmae of silver and „all the revenues“ what may mean that the seller retained a life-interest in the income from his former share of the vineyard. The sale is called ἀναγραφή.

10. P. Dura No 28 (II A.D.).
A sheet of parchment which had formed part of registry roll of εἰρόμενα, summaries of contracts containing a will beginning with the formula common in Greece and in Ptolemaic Egypt εἰρόμενα μὲν μαία γράφοντες τοῖς ἐμοὶ χώρον εἶναι.

11. Dura No 22 (204 A.D.).

A contract of divorce, between inhabitants of the village Ossa who had been living together in an „unwritten marriage“ and who declare before three private witnesses that they were dissatisfied with the union and were agreed to separate, each having the right to remarry and each being released by the other from any property claims based on their life together. In the midst of the release stands a Roman stipulatio (cf. my Law I 299).

Lit. Welles l. c; Wilcken, Arch. f. Pap. XIII 151.

A deed of sale in Greek form whereby Julius Demetrius, a veteran of the cohort of Thracians has bought from Otarneus a parcel of wine-land at a price of 175 denarii of silver, The contract ends with the Roman stipulatio.


The papyrus contains a contract of marriage between a soldier Aurelius Alexander of the Cohors Duodecima... and a soldier’s widow Aurelia Marcellina. It may be noted that Marcellina gives herself (παρατεθοκλέσας εὐποίητα) out of widowhood to marriage union with Alexander. (cf. my Law I 1053). The text continues with a list of dower articles and concludes with clauses almost entirely lost.
Two sentences (sententiae, ἀποφάσεις) of the tribunus Laronius Secundianus with his subscriptions, concerning two different cases. The sentences belonged probably to a liber or libellus sententiarum tribuni.

This is a complete slave sale contract written in Syriac and drown in Edessa in Osrhoene whereby Marcia Aurelia sells to the purchaser L. Aurelius Tiro a female slave named AmathSin who is described as a captive. The contract though in Syriac has a Greek form, the objective homology and the clauses are partially modelled after the Roman edictum aedilium curialium.

An agreement of depositum irregulare whereby Gaia declares to have received in παραν.αθ-ήν.η 100 denarii from another woman. It contains the customary provisions for Gaia’s guarding the money and returning it on demand.

17. P. Dura No 90 (254 A.D.).
If the reading καὶ ἀπεγιλλητῖναι τῆς πρὸς [ὁ] ἱλικών [να]νεκρίσως is right, it would seem to mark the contract definitely as a divorce.
Two fragments of a contract of sale; the upper one contains part of the penalty clause, the lower fragment contains the signature of the seller and of three witnesses.

*Raphael Taubenschlag*

[Warsaw University]