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"Die Eheschliessung im Rechte der
graeco-aegyptischen Papyri von der
Besetzung bis in die Kaiserzeit", W.
Erdmann, "Sav. Z.", LX, 1940 : [recenzja]

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separation of the spouses; the voluntary separation of the spouses; hereditary provisions in matrimonial contracts: *dos* and *parapherna*; ἄγραφος and ἔγγραφος γάμος; the term *συνοικεσίον*. Some remarks on ἐγγύη-ἐγγυῶ are added.

R. O. FINK, *The Sponsalia of a Classarius: a Reinterpretation of P. Mich. Inv. 4703*. Am. Philol. Ass. LXXII (1942), p. 109ff.

The author rejects the original interpretation of P. Mich. Inv. 4703 as a soldier's marriage contract. Instead it should probably be regarded as a contract of betrothal, in this case substituted for a marriage which had been annulled by the husband's enlistment. (Cf. supra Berger, p. 13ff.)

H. J. WOLFF, *Written and unwritten marriages in Hellenistic and Postclassical Roman law*. Published by the American Philological Association, Haverford, Penn. 1939.

There were not two types of marriage in the Chora, but two types of marriage contract, the *συγγραφή συνοικεσίον* and the *συγγραφή ὁμολογίας*, both of which brought about a perfectly lawful marriage. The *συγγραφή συνοικεσίον* and perhaps also the *συγγραφή ὁμολογίας* were already effective before the couple actually joined. The dual form of marriage met within Alexandria, the marriage contracted through *συγχώρησις* and the marriage contracted before the hierothytai were entirely lawful as to private law; the latter procured only a better political status of the sons. Ἀγράφως *συνεῖναι*, attested by Dura Perg. 22 as a common Hellenistic custom, was not different from the Ptolemaic homologia marriage, except for the fact that no written agreement was executed. The third chapter links the Greek marriage law of Egypt with the classic Greek law. In the fourth chapter the author explains that the requirement of a written contract as a condition of lawful marriage, which in some cases passed into law by the legislation of Justinian, cannot be due to adoption of provincial legal ideas but developed directly from ideas springing naturally from the latest classic Roman law under Christian influence.

W. ERDMANN, *Die Eheschliessung im Rechte der graeco-ägyptischen Papyri von der Besetzung bis in die Kaiserzeit*. Sav. Z. LX (1940), p. 151.

The marriage contract is at the beginning of the Ptolemaic era, the national Greek ἐγγύησις (Eleph. 1). Under the influence of the Egyptian law an agreement between the bridegroom and the bride with the assistance of the κύριος came into being, in which the dowry and the mutual rights and duties of the spouses were regulated. The ἔκδοσις, which lost its value, ceased to be mentioned, and one contented oneself with the acknowledg-

ment of the husband's accepting the *dos*, with which further arrangements used to be combined. In Augustus era, under the Roman influence, the idea prevailed that a valid marriage required only *mutuus consensus* as is the case in the *συγχώρησις*-documents. The former forms of marriage, however, remained also in force. Finally the author deals with the financial and personal effects of marriage.

W. ERDMANN, *Die Ehescheidung im Rechte der graeco-ägyptischen Papyri*. Sav. Z. LXI (1941), p. 44-57.

Divorce is accomplished either by mutual agreement or unilaterally by actual separation. In the former case a public document, since Augustus, one before the agoranomos used to be drawn up, in which the financial effects of the divorce were described. Especially the parties to the agreement issued a receipt that the *dos* and other gifts were returned, and discharged their claims. This document has, at the beginning, only a declaratory character which proves that the marriage was in fact dissolved. Whether Grenf. II 76 = M. Chr. 295 reflects the new point of view according to which the deed of divorce has not to prove but establish divorce, is doubtful. As far as the unilateral dissolution of marriage is concerned, the unilateral statement was replaced by a formal declaration (*repudium*) from the beginning of the IV cent. A.D.

W. ERDMANN, *Zum γάμος ἄγραφος der graeco-ägyptischen Papyri*. Festschrift Koschaker III (1939), p. 224ff.

**Ἀγραφος γάμος* is like the Egyptian *συγγραφὴ τροφίτις* a financially secured concubinate. The characteristic of the *ἄγραφος γάμος* is that in this *γάμος* provisions on dowry are missing. The dissolution of such a marriage used to be attested by a deed in order to avoid any claims. The Dura-Europos deed of divorce confirms this idea. The acknowledgment of the concubinate as legitimate *conubium sine honesta celebratione* of the later times may have been influenced by the *ἄγραφος γάμος* of the Greco-Egyptian papyri.

S. SOLAZZI, *P. Mich. Inv. 508 e il matrimonio della filia familias*. St. Doc. Hist. Iuris V (1939), p. 471-79.

The article deals with reference to Mich. Inv. 508 with the question whether or not the consent of the *filia familias* was required for her marriage. The author asserts that Mich. Inv. 508 confirms his theory that her consent was not a prerequisite of the validity of her marriage.

A. MENKMAN, *Het Huwelijksverbod voor Soldaten ten tijde van het romeinsche principaat en zijn invloed op vorm en lot van de dos*. Tijdschr. v. Rg. XVII, 3, 311ff.

Not available.