

# Taubenschlag, Rafał

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## "The Greek Sale by Auction", F. Pringsheim, "Scritti in onore di Contardo Ferrini", vol. IV : [recenzja]

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a special problem, to the relation between the promise of recompensation in national to that in Hellenistic Law. The author shows that the promise of recompensation was known in national Law and was not brought to Egypt by the Greeks. He points out that the promise of recompensation by a private person demands public notification and explains that if a slave carries a neck-lace with the inscription CIL IV 64 *fugi, tene me, cum revocaveris me d(omino) m(eo) Zonino accipis solidum*, the requisite of publicity is satisfied. This gives occasion to the author to investigate the meaning of property stamps and the publicity by it obtained.

ERDMANN WALTER, *Ein römischer procurator omnium bonorum in Judäa zur Zeit Christi?* (*Sav. Z.* 64, 370 ff.).

The author deals with the parable in *Luc. Ev.* 16, 1—9. The parable reflects, as the author asserts, Roman Law. The οἰκονόμος of the Evangel is a *procurator omnium bonorum* invested like the *procurator* in BGU 300 with the exaction of claims and with the accepting payments on receipts. The γράμματα mentioned there are Roman stipulations (*cautiones*).

F. PRINGSHEIM, *The Greek Sale by Auction* (*Scritti in onore di Contardo Ferrini* vol. IV 284—343).

The procedure of the Greek auction is mainly known by the Ptolemaic and Roman papyri. It shows almost the same features as the auction in Greece itself and is certainly a Greek institution, unknown to the Egyptian Law. The stages are roughly the following: 1. The public announcement of the goods to be sold together with the placarded advertisement of the auction-conditions (ἐκτιθέναι εἰς πᾶσιν), 2. The auction itself *a*) a proclamation by herald (προκήρυξις), *b*) biddings (ὑποστάσεις) continued through several days, *c*) placarding of the highest bid for some other days (ἐκθεσις τοῦ εὐρίσκοντος), *d*) new overbidding (ὑπερβόλιον, ὑπερβολή) which is still admitted, *e*) knocking down to the highest bidder (προσβολή) on receipt of the tax and the first instalment of the price: the first step for transferring ownership (κυρίωσις), *f*) at the same time παράδοσις of the *possessio* of the goods sold to the purchaser and *g*) an order to the royal bank to accept the price for several instalments (διαγραφή), *h*) new overbidding still possible till the first instalment has been paid, but now only if the new bid exceeds the former one by 10% (ἐπιδέκατον), *i*) payment of other instalments and acquisition of ownership or else rescission of the sale. 3. Within a time

limit the previous owner of the goods sold is authorized to re-acquire them by paying the auction-price to the purchaser (ἐπίλυσις). The author discusses the single stages and states that no dispute about former ownership or about correct observation of auction rules was admitted. Ownership acquired by auction is safe and definitive. The Ptolemaic auction clause emphasizes the royal guarantee; it states that the purchaser's ownership is incontestable. At last the author deals with the question whether the purchaser has to pay a fee for this guarantee.

M. SAN-NICOLÒ, *Der Neubabylonische Lehrvertrag in rechtsvergleichender Betrachtung* (S. B. d. Bayr. Ak. d. Wiss. phil.-hist. Kl. Jhg. 1950 Heft 3).

This study deserves a special attention of the papyrologists because — to a great extent — it takes papyri into consideration. The author deals one by one with the clauses of the new-Babylonian contract of apprenticeship and underlines its analogies and its differences with the διδασκαλική (sc. συγγραφή) of the Greek papyri.

While in the papyri we see as well free apprentices and slaves, we find in the new-Babylonian contracts (with a single exception) only slaves. They are given into apprenticeship by their owners. Another difference consists in that that the new-Babylonian contracts concern only males. This is not the case in the Greco-Egyptian contracts. The typical formula of the new-Babylonian contract of apprenticeship is: *the apprentice is given over to the master of the handicraft to learn weaving business, bakers-trade or other handicraft*. This wording corresponds exactly to the πρὸς μάθησιν τῆς γερδιακῆς (or of another) τέχνης ἐγδεδόσθαι of the papyri. In contrast to the variety and minuteness of the provisions of the διδασκαλικαί of the papyri, the contents of the new-Babylonian contracts of apprenticeship are essentially restricted. Their chief topic is the obligation of the master to educate perfectly the apprentice. This is also the purpose of the transaction. Should the master of the handicraft not fulfil this obligation, he was obliged to pay to the owner of the apprentice a lump for the daily earnings of the apprentice for the time he has spent with the master of the handicraft (*mandattu*).

A contractual fine is provided for in one document only. In the papyri — on the contrary — such a provision appears as a rule. The obligation to feed and to clothe the apprentice is born by his