

# Taubenschlag, Rafał

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"Papiri greci e latini", vol. XIII, fasc. II,  
1953, no 1315-1370 : [recenzja]

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The Journal of Juristic Papyrology 7-8, 405-408

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1953-1954

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Tekst jest udostępniony do wykorzystania w ramach dozwolonego użytku.

the clause which concerns joint responsibility: ἐξ ἀλληληγγύης (cf. my *Law*, I, 231/2). P. Jen. Inv. 39 (211 A. D.) contains the date and ὑπογραφή concerning a lease-offer; the tenant is a Roman: Λούκιος Πουλφήνιος Φίλων. Remarkable is the formula: ἐπιδέδωκα καὶ ἤτημαι for which there is otherwise no other testimony. P. Jen. Inv. 25 (300/I A. D.) contains a copy of two receipts issued by liturgical collectors. In both cases the consignee of the receipt is probably a κομάρχης and the drawer of the receipt (at least in the second case) — the liturgical commission composed of three members, who are surely also *curiales* in the first case. The copy was obviously issued for the consignee of the receipt. P. Jen. Inv. 60 A verso (later of the IIIrd or earlier of the IVth century) is a statement about the delivery of wine or grapes. The statement, which is divided in two parts, comes from the administrative board of an estate and the apostrophe σοί occurring three times (l. 3, 6, 9) seems to point to the form used in reports to the estate owner. In l. 4 is worth attention the word καρπῶν(ε)ία = the sale of the crops i. e. the sale of the expected crops (cf. my *Law* I, 257/8). The καρπῶνης Besarion will be the fruit-dealer and not the liturgical official as the καρπῶνης in Wilcken's *Chrest*, 429.

*Papiri greci e latini*, vol. XIII fasc. II, a cura di Vittorio Bartoletti, No. 1315—1370, 1953.

This second part of the 13th volume contains besides a number of new documents many others already published, which concern the civil, procedural and administrative laws and moreover fragments of juristic works and letters.

P. S. I. 1316 (125 A. D.) is a petition directed to the κομογραμματεὺς or to the βασιλ. γρ. for ἀναγραφή of two arurae of land acquired in the way of παραχώρησις (cf. Biederman, *Studien z. äg. Verwaltungsgesch.* p. 23 ff).

P. S. I. 1328 = S. B. 7817 (201 A. D.) is a petition directed to the ἐπιτηρητῆς ξενικῆς πρακτορίας concerning the proceedings of execution of ὑπάλλαγμα. To the literature cited by the editors add my *Law* I, *passim*.

P. S. I. 1319 (76 A. D.) the editors denote as the "sale of a house" and "a loan of money"; in reality this is a sale on credit, cf. my *Law* I, 256: "since the sale is a cash sale, the seller nominally acknowledges the receipt of the sale; the purchaser simultaneously draws up an instrument regarding a fictitious loan for

the adequate amount". P. S. I. 1320 = S. B. 8950 (82—96 A. D.) is a contract of sale of a half of a house. P. S. I. 1322 was already published by S. Donatuti in *Annali della Scuola Normale Superiore di Pisa* III, 1934, p. 21. The subject of it is ἀπογραφή of the ownership of 14½ arurae of land, obtained by Julia as her dowry from her father Plutarchos. Ptolomeus, the brother of Plutarchos, had on this land a mortgage as the security of a loan given to Plutarchos. When the loan was paid off, this mortgage was cancelled upon the request of Plutarchos. P. S. I. 1340 (420 A. D.) concerns also a loan on mortgage. In P. S. I. 1324 (178 A. D.) also previously edited in *Aegyptus* XXVIII 1948, p. 97—98, concerns the amortisation of a loan by the issue of a receipt (cf. my *Law* I, 318).

P. S. I. 1318 (31 A. D.) contains a testimony of payment made by means of the κολλυβιστικὴ τράπεζα by Marius son of Theon in favour of the soldier Lucius Pompeius from Marius' centuria of the XXII Legio. P. S. I. 1330 = S. B. 7991 (III century A. D.), cf. my *Law* I, 46<sub>17</sub> contains the proposal of leasing the grounds which belonged to the city of Alexandria. P. S. I. 1305 (419 A. D.) contains also a fragmentary contract of lease. P. S. I. 1338 (299 A. D.) contains a contract concluded by Aurelius Teon which concerns his work in the vineyards of Aurelia Diogenis alias Turbiena, *matrona stolata* (cf. my *Law* I, 284). P. S. I. 1344 (VI cent. A. D.) refers to a labour-contract in which the worker is called παραμονάριος (cf. *Journal of Jur. Pap.* VII/VIII, 183). In this document the writer communicates to the addressee that he had sound reasons to put in jail his man - servant. The writer asks to be permitted by the warder of the prison to keep the prisoner for three days which interval according to the writer's opinion will be sufficient to induce the παραμονάριος to retribute what he owes. On the *recto* we read: ἔσχον εἰς παραμνήν τινα δοῦλον (cf. Strassb. 40). P. S. I. 1341 concerns a barter. (cf. my *Law* I, 300).

P. S. I. 1325 = S. B. 7630 (176/180 A. D.) is an ἀπογραφή of an inherited estate; the testament is enclosed (cf. my *Law* I, passim). P. S. I. 1323 (147/8 A. D.), contains a fragment of a petition directed to the prefect and P. S. I. 1326 (181/8 A. D.) — a fragment of a record of hearing which had taken place before the prefect and which concerned an Egyptian whose parents who are hold dead neglected the formalities of his birth-registration. At the moment of writing he is still a child (on ἀπογραφή of Egyp-

tian children cf. my *Law* II, 49). It is significant that the boy makes use of the services of an interpreter (on interpreters cf. my article in *Charisteria Thaddaeo Sinko* p. 361 ff.).

In P. S. I. 1337 (III century A. D.) the petitioner who directs a petition to the prefect calls himself an ἄνθρωπος σχολαστικός and φιλόσοφος and he makes an allusion concerning *longi temporis praescriptio* (cf. my *Law*, I, 184, 323).

In P. S. I. 1327 (189/90 A. D.) the prefect seems to admonish a functionary for the abuse of his orders issued on the occasion of the διαλογισμοί as well by the actual prefect as by his predecessor M. Aurelius Venianus.

P. S. I. 1317 (118 A. D.) contains a petition to the strategos which concerns theft. This petition is connected with P. S. I. 169 (παραγγελία). P. S. I. 1356 is a fragment of a petition directed to a centurion. P. S. I. 1357 (197/199 A. D.) contains on the *verso* the copy of an ordinance issued by the strategos Diophanes according to the instructions received from the prefect G. Aemilius Saturnianus (on similar ordinances cf. my article in *Journal* V, 155 ff). P. S. I. 1329 = S. B. 7988 (212 A. D.) (cf. my *Law* I, 227<sup>44</sup>, 260<sub>8</sub>) and P. S. I. 1358 (212 A. D.) contain sureties for production of some φύλακες. P. S. I. 1346 (IVth century A. D.) contains a fragment of a Latin book, cf. *verso* v. 4: (*p*)*ost appe(llationem)*; P. S. I. 1347 (VI cent. A. D.) — a fragment of Justinian's Code (cf. A. Segré, *Studi in onore di P. Bonfante* III, 1930, p. 429); P. S. I. 1348 (IV/V cent. A. D.) — juristic definitions and sayings to which after the works of Schulz and Scheltema, Arangio-Ruiz devotes a penetrating commentary; P. S. I. 1350 (VIth century A. D.) — a fragment of the "summa" of the Digests (cf. La Pira, *Bulletino dell'Istituto di Diritto Romano* XXXVIII, [1930] p. 151 ff) with very interesting remarks by Arangio-Ruiz. P. S. I. 1349 (VIth cent. A. D.) — a juristic fragment, the identity of which for the time being could not be established. The editor supposes that this fragment should be considered to be part of a doctrinal pamphlet which belongs to the category of the so rare προθεωρίαι dues to the predecessor Stephanos and which are reproduced in the scholia of the Basilica.

From the remaining documents are worth mentioning: P. S. I. 1342 (VIth cent. A. D.) — a letter of the sitologi to the anachorite probably an archimandrite. P. S. I. 1331 (III cent. A. D.) — a letter which concerns probably marriage between brother and

sister (cf. my *Law* I, 83); a Latin account in P. S. I. 1321 and finally P. S. I. 1315 (127 B. C.) — a letter in which Phainippos authorises Appolonios to deliver to its bearer two usual pitchers of wine for the jailers.

PAPYRI FROM THE BYZANTINE AND ARAB PERIOD

Hans Gerstinger, *Eine neue "Apionenurkunde" aus der Papyrussammlung der österreichischen Nationalbibliothek in Wien (PER)* (Sonderabdruck aus "Wiener Studien" LXVI [1953]).

This papyrus from the year 492 A. D. contains a deed, by which Fl. Jacobus — "a miller at the office of the *praeses provinciae Arcadiae*" became surety to Apion's house (τῷ οἴκῳ Ἀπίωνος) represented by its book-keeper Apollo, that Aurelios Amasion who was also a book-keeper of this house and having obtained a public office intended to leave his post as a book-keeper and was therefore by order of Apion arrested — would in spite of his public office retain his post as a book-keeper. Should Amasion not fulfill his duties as a book-keeper, the surety undertakes to bring and put him in prison from which he was released. If the surety fails to do so, he has to take upon himself the responsibility of paying all damages. On Apion's and the importance of this papyrus for the history of this house cf. the editor p. 178 ff; on agency cf. my *Law* I, 233; on δημόσιος τόπος in v. 15 cf. Wenger, *Quellen* 753 ff; on deeds of surety my *Law* I, 415<sub>23</sub>; 418<sub>42</sub>.

Hans Gerstinger, *Eine byzantinische Gestellungsbürgschaft aus der Papyrussammlung der öst. Nationalbibliothek (P.E.R) in Wien* (Pap. Graec. Vindob. 25.656) (S. A. aus Jahrbuch der byzantinischen Gesellschaft in Österreich II [1952] S. 13—21).

The papyrus contains a deed by which three Copts became sureties, ἐξ ἀλληλεγγύης for a whole family of *coloni* from the village Thmoiamunis (father, mother, brother of the father, his wife and two children) who are in jail for debts, and undertake, after their release, to produce them on demand of the creditor by whose order they were arrested, without any excuse and delay and deliver them to the same prison from which they were released. Should they fail to do so, they will take upon them the responsibility of paying the debts of the prisoners; cf. on similar deeds of surety my *Law*, I, 380<sub>9</sub>; 408; 412<sub>10</sub>; on the mutual responsibility of the