

Taubenschlag, Rafał

"Papyri Michaelidae being a Catalogue of the Greek and Latin Papyri, Tablets and Ostraca in the Library of Mr. G. A. Michailides of Cairo", D. S. Crawford, Aberdeen 1955 : [recenzja]

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Tekst jest udostępniony do wykorzystania w ramach dozwolonego użytku.

From No. 10 begin the documents. No. 10 (46—5 B.C.)—a fragment of the contract drawn up (v. 6) Φαμεν[ώθ] ἐν Ἀλεξανδρείᾳ. No. 11—12 (III cent. B.C.) are different fragments of administrative and fiscal character. No. 13 (III cent. B.C.) and 14 (104—3 B.C.) are letters. The latter concerns the payments of 1/4 part of some slaves value.

No. 15 (215—6 A.D.) (cf. my *Law*² 550₆₈) contains some expressions which remember the pap. published by P. Benoit and J. Schwartz in *Etud. de Papyrologie* VII (1948) p. 17. The pap. concerns the εἰκόνας which have been damaged during the revolt in Alexandria in 215 A.D.

No. 16 (II—III cent. A.D.) refers to a law-suit. There is the question on interests (v. 11), on *duplum* (v. 8) and on liturgies (v. 5).

No. 17 (121—2 A.D.) is a κατ' οἰκίαν ἀπογραφή (cf. *Law*² 611₁₁). No. 18 (132 A.D.) concerns the fourteenth-year census and a κατ' οἰκίαν ἀπογραφή. Remarkable is that the pap. mentions a couple who are brother and sister; see on such unions my *Law*² 48, 111, 477₃₀₆. No. 19 (187—8 A.D.) is an application for granting the status of μετροπολίται ὠκτάδραχμοι (cf. my *Law*² 613₁₇). No. 20 (69—70 A.D.) is a complaint for damage caused to cattle (cf. *Law*² 459₁₇₄). In Bon. 21 (I cent. A.D.) a mother claims alimony from her husband for herself and her children (cf. *Law*² 142). Bon. 22 (VI—VII cent. A.D.) seems to be a report from an official to his subordinate about a riot in the village. Bon. 23 (107 A.D.) is a fragment of a contract the character of which cannot be established. One party seems to be a person, styled ἐγγλήμπτωρ that meant the superintendent of an estate; see on his character as representative, *Law*² 312₁₆. No. 24 (135 A.D.) is a contract of sale with two ἀπογραφαί cf. my *Law*² 187₁₇; 226₁₄; 227₁₅. No. 25 (185 A.D.) is a loan of money; No. 26 (II cent. A.D. ?) a fragment of a matrimonial contract; No. 27 (II cent. A.D.) are documents concerning a lease; No. 28 (220 or 224 A.D.) is a contract with ἀλληλεγγύη with πράξις without correality clause (cf. *Law*² 305₉); No. 29 (Byz. epoch) is a fragment of a contract.

Among other documents are interesting No. 33 (116—7 A.D.) concerning the εἰσκριτικὸν (cf. *Law*² 657₅₄) and the letter No. 36 (Byz. epoch) where occurs the term βάρβαρος (cf. *Law*² 5₁₉).

D. S. Crawford, *Papyri Michaelidae being a Catalogue of the Greek and Latin Papyri, Tablets and Ostraca in the Library of Mr. G. A. Michailides of Cairo* (Aberdeen 1955).

This edition, the manuscript of which only just completed before the author and his wife fell victims to a riot in Cairo, contains 60 papyri, two wooden tablets and Ostraca. Sir Harold Bell and E. G. Turner have undertaken the responsibility of seeing the work through the press.

No. 7 (147 B.C.) a letter concerns a mandate. The chief interest of this letter is in the name Ἀθμίνιος, which hitherto unknown in papyri and which seems to be Celtic. That there were Celtic mercenaries in the Ptolemaic army is well known, but they presumably came from Galatia, but the name *Adminius* is known as that of a chief in Britain mentioned by Suetonius. However, the dispersion of the Celts was a fairly recent event, and there is no reason why names current in Britain should not also have been current in Galatia two or three centuries before; nor was it improbable that Gauls from the west reached Alexandria via Massalia, Rome or Carthage. *Adminius* description Αἰδαῖος is equally unknown; but it suggests that famous tribal name *Aedui*, and though perhaps not a form of that name, may well be a Celtic tribal name. No. 11 (1/2 cent. A.D.) probably also a mandate. The writer mentions that he sent to the addressee receipts. In No 12 (I/II cent. A.D.) the writer instructs the recipient to return a false *siaver* to the bearer of the letter, perhaps to be returned to the writer. No. 15 (II cent. A.D.) the writer who is evidently in commercial relations with the addressee (v. 3 ff.) ἀποστεῖλ(αι) μοι τὸ ἀπὸ τοῦ λόγου ἰδίου ἐκλείπον, καθ' ὃ καὶ αὐτὸς χρεῖαν ἔχω. ἐρωτῶ οὖν σε Δείω αὐτὰς δοῦναι, ὅς μαρτυρήσει σοί τι μεθ' ὄρκου. As these words show the writer has changed and orders to hand over the money to Deios who in turn will give a testimony on oath. On receipts on oath cf. Seidl, *Eid im pto.* *Recht* 85 ff., idem, *Eid. im röm.-äg. Provinzialrecht* II, 114 ff. In No. 29 (IV cent. A.D.) we find the words that the soldiers are προτέριτοι. The word is presumably a military term and most probably derived from πρότερος and means "promoted" or "promoted to the first class". No. 38 (VI cent. A.D.) seems to be a *mandatum qualificatum*. The writer writes „I have, you know, written a letter to Julianus the most respected clothier, telling him to supply you with a striped cloak, and to give you credit for the price of it until I come home"; on *mandatum qualificatum* see my *Law*² 415. No. 8 (48 A.D.) is a fragment with dating from end of a document (v. 7) Διονύσιος ὅς καὶ Οὐαλέριω[ς] ἐπιδέδωκα καὶ ὠμω- [λόγηκα or σα] τὸν προγεγραμμένο[ν]; is this not a degenerated *sti-*

pulatio?. No. 9 (92 A.D.): fragments concerning a loan or loans, apparently secured by a mortgage on a share of a house between a Roman Gaius Annius Fuscus and a Πέρσης τῆς ἐπιγονῆς. In case of non fulfilment the creditor is entitled (v. 14 ff.) κρατεῖν καὶ κυριεύειν τοῦ ὑπάρχοντος [] πατρικῆς οἰκίας μονοστέγου τῆς οὔσης κτλ.; cf. on *lex commissoria* my *Law*² 279 ff. No. 35 (6/7 A.D.) is not a loan but a sale on delivery (cf. my *Law*² 336 ff.). No. 44 (527 A.D.) is a loan of grain, from Triadelphos, Triadelphos' son, on security of farm let to him.

No. 13 (150/1 A.D.) is a lease specifying alternation of crops. Remarkable is that the lessor, a woman acts with her guardian, her son, ἀποσυνσταθέντος, who has been appointed her representative. On the rule the guardianship of the sons is statutory (cf. my *Law*² 171) and needs no an appointment (cf. my *Law*² 173). No. 14 (164/165 A.D.) is probably a sublease (cf. my *Law*² 385 ff.). No. 19 (3 cent. A.D.) is an application for lease of land. The high money rent (2000 dr. per arura) which is in addition to various payments of kind, shows that depreciation of the *drachma* was far advanced. No. 23 (296 A.D.) are fragments of a lease. No. 24 (296 A.D.) is a lease of land. No. 34 (6 th cent. A.D.) is a fragment of lease of land. No. 42 (566 A.D.): two documents on the same roll A.I.O.U. and mortgage B. Lease, together forming part of a marriage settlement. In the first document Aur. Jacob, Phoibammon's son, his wife Irene and their son Besarion acknowledge a debtor 30 nom. to Aur. Rachel, Phoibammons daughter, who is betrothed to Besarion and mortgage 10 arurae of land to her as security. In the second document the same 10 arurae are leased by Jacob and his family from the same Rachel without rent but on condition that Jacob and his family pay the taxes thereon. The 10 arurae are unspecified, but to be chosen by Rachel, and the lease is terminable at her will. It is clear that no immediate and visible change results; neither land nor cash changes hands and the liability for taxes is unaltered. But the effect is that Rachel is guaranteed the sum of 30 nom. from her husband's family in the event of divorce or the death of Besarion, or, in lieu of the gold, 10 arurae of land. It is probable that she would not even choose the land until and unless the occasion arose to claim her rights. The mortgaged land comes, though fictitiously, immediately into the possession of the mortgagee; compare Nos 43 and 44, where the loans or mortgages are on land leased on a normal lease to the

creditor and so in his occupation already. The whole is merely a means of settling the ἔδνα on the bride; cf. ad A (v. 2—3) ὁμολογοῦμεν . . . ὄφε[ι]λειν καὶ χρεωστεῖν, my *Law*² 396; on (v. 5) νομίμων σου ἔδνων, my *Law*² 128 ff.; on λόγῳ ἐνεχύρου καὶ ὑποθήκης δίκαιῳ, in (v. 9) *ibid.* 280 ff.; noteworthy are the terms in B. (v. 16) ὑποθηκιμαία συγγραφή and (v. 21) μισθωτικὴ ὁμολογία (cf. on συγγραφή μισθώσεως, my *Law*² 302). No. 43 (526 A.D.): lease of farm to Phoibammon (Triadelphos') son and loan of gold and grain made on the security of the same farm; the loans are namely virtually secured by a kind of mortgage on the land, since it is specified (l. 20) that Phoibammon may continue to occupy it from year to year after the expiry of the lease until the repayment of the loan. The interest on the money is payable in grain (cf. No. 35) by a rebate on the rent of the farm. The loan of grain was free of interest if it was repaid „at the time of the coming indiction". In lines 23 and 24 the contract is called an ἀντιμίσθωσις (cf. on ἀντιμίσθωσις, *Law*² 387₂₇). The term seems to be used of a contract of lease executed by the lessor as opposed to one executed by the lessee. No. 46 (559 A.D.) is a lease of share of farm from Phoibammon, Triadelphos son, and his partner Victor, Kollouthos. Characteristic is (v. 20) „if I neglect part of the cultivation, you receive your share in proportion to the yield of (?) the properly cultivated parts". No. 47 (570 A.D.): fragment of a lease of land (?) from Phoibammon, Triadelphos' son. No. 48 (572 A.D.): lease of pasture from Phoibammon, Triadelphos' son and Victor. Interesting is that in lieu of paying rent the tenants, two shepherds, undertake to do something for twenty-five nights with their own flocks. This duty can hardly be anything except guarding the fields or the farm buildings (*Do ut facias?*). No. 56 (6th cent.): fragment, verso lease; recto sale. No. 59 (6th cent.): fragment from end of lease. No. 60 (6th cent. A.D.): fragment of lease.

No. 22 (292 A.D.) is a lease of three cows (cf. my *Law*² 369). In this contract the husband with the powers of a κύριος, conducts his wife's business who enjoys *ius liberorum* (cf. *Law*² 172, 177).

In No. 34 (6th cent. A.D.) is clear that a certain Anoup, in partnership with another or others agrees to rent from the owner two arurae of arable land (cf. *Law*² 391).

No. 40 (mid. 6th cent. A.D.) is a sale of land. No. 45 (540 A.D.) is a sale of land (pasturage). No. 52 (6th cent. A.D.) is a long fragment of sale of land.

No. 41 (529 or 544 A.D.) deals with the surrender to Apollos' of church land by a Bishop. No price or other consideration is mentioned except that Apollos undertakes to pay all taxes thereon, but the land clearly becomes the freehold property of Apollos. In P. Lond. 1686, a private individual transfers land to a monastery for the payment of taxes only and the act is called a *πρᾶσις* in spite of the absence of price, whereas the present document is called *ἐκχωρητικὴ καὶ παραχωρητικὴ ὁμολογία* (cf. on these terms my *Law*² 239; 535). The missing part of the document seems to have concerned a different and previous transaction between the same parties, an *emphyteutic* agreement which is here confirmed (for emphyteutic leases granted by churches see Johnson-West, *Byzantine Egypt, Economic Studies* pp. 73/4; *Law*² 265); the parties establish, that it is not permitted to the bishop or the corporation (v. 47 τῷ δικαίῳ and the note ad h.c.) of the same holy Church, or those who shall be from time to time *klerikoi dioiketai* and bishops thereof to make any change of plan or intention or will concerning this agreement (cf. on *jus poenitendi* my *Law*² 427/8), and stipulate a *πρόστιμον* in case of transgression with the condition that even after payment of the fine to Sacred Treasury the agreement remains valid (cf. *Law*² 330).

No. 51 (first half of the 6th cent. A.D.) is a fragment of a deed of exchange of property (*ἀντικαταλλαγὴ*) (cf. my *Law*² 398₃). No. 55 (Reign of Maurice Tiberius (A.D. 582—602) is a fragment of a deed of division of property (*διαίρεσις*) (cf. *Law*² 220, 242.) No. 126 (538 A.D.) is probably a *ὁμολογία διαλύσεως* (cf. *Law*² 405). No. 54 (6th cent. A.D.) is a fragment of contract (*ὁμολογία*) concerning *inter alia*, two wooden machines.

No. 10 (98 A.D.) is a receipt for embankment tax. No. 21 (285 A.D.) is a receipt for tuniç and cloak. No. 37 (Byzantine) is a fragment containing receipt of rent. No. 49 (6th cent. A.D.) is a fragment of receipt of rent paid by an agent of Phoibammon, Triadelpheos' son.

No. 33 (5th cent. A.D.) is a petition to the assistant to the exactor of Oxyrrynchos for registration of transfer of land. In this papyrus two parcels of land, though both Ptoleminos property, were registered the one as being inherited from his father, the other as being acquired through his wife. In line 7 the word *ὑποστέματος* occurs. The word is to be found in the 4th cent. in P. Würzb. 18 line 12, in the phrase τοῦ πολιτικοῦ ὑποστέματος, meaning all the landed

property in the ownership of inhabitants of the city, and registered as belonging to the city for taxation purposes. Here it means the total landed property of Ptoleminos and his wife. No. 58 (6th cent. A.D.) are three fragments of a deed concerning house property.

No. 53 (6th cent. A.D.) is a fragment of will, a διαθήκη and concerns the inheritance of landed property by three heirs and there is mention of the testator's brothers or sisters, who seem not to be heirs. No. 18 (3rd cent. A.D.): fragments containing an inventory of goods. The exact nature of the document is hard to determine. Besides classified inventories of goods (gold, clothing, bronze iron and wooden articles) sometimes with values, it also contains items of monthly expenditure. On inventories cf. Kreller, *Erbr. Untersuchungen* 95 ff.

No. 25 (300 A.D.) is described as an αίτησις and seems to be a claim presumably on the state, made by a contractor or foreman for wages for his gang of masons.

No. 30 (4 th. cent. A.D.?): the exact circumstances of the petition must remain doubtful; but it seems that the exactor had been named as the partner or advocate of Silvanus in some law-suit, and Silvanus, suspecting him of collusion with his opponent, (v. 7) ἐπειδὴ ὁ νόμος κ[ε]λεύει τὸν ἔξονομεν. [ἐξεῖναι παραιτήσασθαι], wishes to reject him, since the law considers it permissible. The further lines refer, as I understand them, to the case, should the exactor continue the suit in spite of his rejection. In this case Silvanus requests to call him by legal summons before the court (cf. on καλεῖν ἐκ παραγγελίας my *Law*² 500, ff.), that his rights may not be betrayed by the exactor and no alteration be made in his right of possession.

No. 28 (311/2 A.D.) is a fragment of a letter addressed to the komarchs of seven villages, apparently all in a district called the 12th *pagus*, which may have been, at least in part, identical with the *Koite topos* of Heracleopolite nome. It may have been concerned with the exemption of the sender, a sailor, from service in the state transport service and with guarantees for the provision of a substitute.

No. 20 (277 A.D.): a fragment of a letter, interesting for the legal term ἐκτενω̅ς used by the writer „I have sent to my brothers Borianos and Hermogenes in order that supplies may be provided for them diligently. Be assured that, if you are negligent in this

matter, you will be in no ordinary danger". Characteristic are the terms „*diligentia*”, „*negligentia*”.

From the diptychs, No. 61, a fragment of birth (?) certificate deserves attention. It is written in Latin with half a line in Greek (v. 6).: perhaps ἐχρ[ημάτιζεν]. The past tense shows that Cassianus, the father of the child, was dead. Presumably the writer did not know the Latin for this formula.

POPYRI FROM THE PTOLEMAIC AND ROMAN PERIOD

E. G. Turner — M. T. Lenger, *The Hibeh Papyri* part II, London 1955.

The second part of the Hibeh-Papyri which appears after 50 years, contains in No. 172—192 new classical fragments, in No. 193—5 extant classical authors, and in No. 221—32 minor unidentified literary texts. The other papyri are of legal character.

No. 196 (280—250 B.C.) is probably an extract from a „city law” of one of the Greek cities of Egypt (Alexandria ?) which lays down either the duties or the qualifications of an official styled γυναικονόμος, mentioning him in connection with an act of registration in the citizen-body. Γυναικονόμοι formed part of the constitutional apparatus of Athens (as enforcers of sumptuary legislation) only during the government of Demetrius of Phaleron who might have introduced these officers to Alexandria. No. 197 (250 B.C.) lays down the procedure (ἐνεχυρασία, ἐμβαδεία) to be followed in order to seize a security whether in movables or immovables, clearly in fuller detail than the short section περὶ ἐνεχυρασίας καὶ . . . in P. Hal. I, 234 ff. It is not clear whether they form part of royal ordinances (προστάγματα) or of πολιτικοὶ νόμοι. In favour of the view that, whatever their form, they apply only to the Greek cities is the general resemblance to P. Hal. I i.e., both in phraseology (ll. 1, 3 nn.) and in the mention of the Greek city institution of the θεσμοφύλακες. The most striking novelty mentioned here is the procedure ἐπίκρισις γῆς καὶ οἰκιῶν κτλ. apparently confined to a scrutiny of property. The phrase ἐ]πικριτῶν δίκη suggests a juridical procedure. Remarkable is the term of 20 days mentioned in fr. 1 v. 7. In Roman documents a 10 day period is laid down between the service of notice on the debtors and the grant of execution. On ἐξωμοσία in v. 9, cf. the note of the