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"The Warren Papyri", M. David, B. A. van Groningen, J. C. van Oven, Lugduni Batavorum 1941 : [recenzja]

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decaprotes (cf. BGU. 579 and Thead. 26 and 27), N° 154 (4/5th cent. A.D.) a letter concerning the case of an appointment of *διάκων* (an ecclesiastical official, cf. Giss. 54, 101) as *ἀπαιτητῆς ἀννώνης π[α]ρ[ὰ] τὴν νομοθεσίαν τῶν βασιλέων* (cf. C. Th. XVI, II, 2, 9 on privileges of the church).

M. HOMBERT and C. PRÉAUX, *Les papyrus de la Fondation Egyptologique Reine Elisabeth*. Chronique d'Égypte N° 27 (1939), p. 161-170; N° 29 (1940), p. 134-149; N° 30 (1940), p. 286-295.

These editions are a continuation of the former publication in Chron. d' Eg. N° 25 (1938), p. 139ff. and contain in the issue of 1939, E 7201 (523 A.D.), a contract of delivery, and E 7360a (2nd cent. A.D.) a fragment of a *κατ' οἰκίαν ἀπογραφὴ*, in the issue of 1940 an account of the temple of Socnopaiou-Nesos of the 2nd cent. A.D. and receipts on taxes of the 2nd and 3 cent. A.D.

P. TONDI, *Papiri fiorentini inediti*. *Ægyptus* XX (1940), p. 1-30.

This collection contains beside some not-legal papyri, in N° 2 (82/96 A.D.) a sale, in N° 3 (5th cent. A.D.) a barter, *ἀντικαταλλαγὴ*, in N° 4 (76 A.D.) a typical form of lien in the national law, where the contract of loan and contract of sale are separated (cf. Taubenschlag, *Law* 205).

M. DAVID, B. A. van GRONINGEN, J. C. van OVEN, *The Warren Papyri*, Lugduni Batavorum, E. J. Brill 1941.

The 21 Greek papyri collected by the late E. P. Warren had been entrusted for publication to A. S. Hunt, who edited nine of them before his lamented death in 1934. Through the kind intercession of Mrs. A. Hunt, H. J. Bell and M. T. C. Skeat the collection was given to the Leyden Papyrological Institute by H. Asa Thomas, Esq., its new owner. The Institute undertook to publish it. To the texts previously published, there was as a rule not much to be added or altered.

N° 1 (164 or 165 A.D.) is a draft of a petition to L. Sillius Satrianus, already published by Hunt, *Bull. de l'Inst. franc. d'Arch. orient. du Caire*, XXX, 447 = SB. 7472. In this draft a previous petition is not only mentioned but apparently transcribed in full (l. 16ff.) It is necessary to start from the latter petition in order to try to explain the former. Marinus was involved in a quarrel concerning a *πίστις* (l. 20, 32 cf. l. 18); *ἐξομολογησάμενος* in l. 21 seems to prove that it had been admitted or acknowledged. A strategos, perhaps even an epistrategos, has given a decision (ll. 24-5) allowing the parties to refer to the higher resort, probably Satrianus himself. Consequently at a later date, viz. on December 24th (l. 27), Marinus has done something connected with sowing (l. 27). But

his adversary has chased either Marinus or his agent or lessee from the fields in question (l. 29). For that reason Marinus asks Satrianus to take the necessary measures against his adversary. Satrianus issues a provisional order (ll. 37-9) to the strategos not to do anything to the prejudice of the fisc.

The former petition refers to the latter (ll. 3-4) and to Satrianus decision in ll. 5-6. The last part l. 6 and ll. 7-9, mentioned the further steps taken by Marinus. Apparently there was afterwards a certain delay (ll. 10-11) which induced him to apply once again to Satrianus.

In ll. 18 we read: ἀντικατέσ[την...πρὸς Σ.]τινὰ περὶ πίστεως [...] ἐξομολογησάμενος κτλ; πίστις reappears in l. 32 and ἐξομολογήσασθαι perhaps in l. 30. Hunt referred to § 18 of the *Gnomon* of the Idiologus. Consequently he explains the matter as a case of *fideicommissum*; Marinus holds that he has a right to half of it on account of the ἐξομολόγησις whereas Sar—denies its existence. If this is true, it seems to follow that Satrianus, being superior to the strategos (l. 25), was the idiologus. After the first petition intending to decide the matter at the *conventus*, he gives to the strategos the provisional order mentioned in ll. 37-39. There are however two serious objections against this interpretation. First, if really the idiologus had an interest in the question, it is at least remarkable that there has been such a long delay as to compel Marinus to present a second petition. There is another objection which is shared by Wenger, whom the editors consulted: as a matter of fact nearly everything which points to a *fideicommissum* and to the paragraph of the *Gnomon*, is restored in the lacunae: the idiologus (l. 1, 16, 25), the hereditary law (ll. 22-3). There are exactly two words (viz. πίστις, l. 20, ll. 24-25?, l. 32) and ἐξομολογήσασθαι (ll. 21, 30?) on which the theory rests whereas it is not even certain that πίστις really means a *fideicommissum*; the *Gnomon* speaks of ἡ κατὰ πίστιν κληρονομία. If we take πίστις in its general sense the interpretation of our text should start from the identity of πίστις with the Latin *fiducia* viz. *cum creditore contracta*, i.e. a surety, as we find in Oxy. 486 = M. Chr. 59 (131 A.D.). In that case the things were as follows: Marinus was in the possession of an estate, which had been given to him as a surety, but it was involved in a process concerning this with Sar.—The point at issue may have been that the latter claimed that this estate did not belong to the surety, or that the debt had already been paid. Marinus, however, argues that the surety had been duly acknowledged. The magistrate at whose bar the proceedings were instituted, leaves the case to Satrianus. Marinus presents to the latter a petition and the request that no change should be brought in the condition of the estate, as long as no decision has been taken. Satrianus, for the time being, contents himself with ordering the strategos to take

care that the estate suffers no loss. Then a new delay induces Marinus to write a second petition. If we adopt this interpretation, then the *vir egregius* Satrianus is certainly not an idilogus. The fisc being interested, it is perhaps better to think of a *διοικήτης* or of a *δικαιοδότης*; both magistrates assisted at the *conventus*. But it is not known which of them was competent in matters of *πίστις*.

N° 6 (198/9 A.D.) is a contract of deposit (already published by Hunt, *Aegyptus* XIII, 243 = SB. 7535), N° 5 (154 A.D.) a receipt of a shipper (already published by Hunt, *Aegyptus* XIII, 241ff. = SB. 7534), N° 12 (179 A.D.) a receipt of rent, N° 9 (109 A.D.) an agreement for payment of arrears (already published by Hunt, *Mél. Masp.* II, 12ff. = SB. 7663), N° 10 (591 A.D.) a loan of money upon mortgage (already published by Hunt, *Studi in onore di S. Riccobono* I (1936), p. 523ff. and by David and van Groningen, in *Papyrologisch Leerboek* N° 51), N° 11 (98 A.D.) a lease of land, N° 2 (72 A.D.) a notice of birth, an *ὑπόμνημα ἐπιγεννήσεως* in the usual form and addressed to the amphodarch, N° 3 (350 A.D.) an application for transfer of taxation (already published by Hunt, *Studi in onore di S. Riccobono* I, 521ff.), N° 7 (4th cent. A.D.) tax receipts (already published by Hunt, *Aegyptus* XII, 245ff. = SB. 7536), N° 4 (139 A.D.) a testimonial concerning the *πενθήμερος* duty, in its usual form (cf. Wilcken, *Grundzüge* 334). N° 13-20 are letters. Among these, N° 14 (2nd cent. A.D.) which the editor interprets, correctly as I think, as follows: Osorapis, the stolistes, has borrowed from a certain Apollon, a capital probably amounting to no less than 12,000 drachmae. Apollon dies and Osorapis intends paying his debt to Apollon's widow. The interests for the month of Hathyr have been paid to the latter through Theon's sister, Arsous. For the repayment of the capital, Osorapis again wishes to act through a friend, in this case Theon himself. Consequently he has remitted the money to the account of Theon's brother-in-law Harthonios. As soon as Apollon's widow will give back the bonds signed by Osorapis, the money will be paid to her through Theon and perhaps, Arsous. The letter contributes from the legal point of view to our knowledge of *mandatum*, the extinction of obligation by *solutio*, and the importance of the instruments on occasion of the performance of the obligation (cf. Taubenschlag, *Law* 317).

E. LOBEL, C. H. ROBERTS and E. P. WEGENER, *The Oxyrhynchus Papyri*, XVIII, London, 1941.

Like the majority of the previous volumes the present volume is of composite character. Of theological fragments there are only two, but literary fragments are numerous. The documents are drawn from the