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[recenzja]

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Tekst jest udostępniony do wykorzystania w ramach dozwolonego użytku.

for the first time a view into family and business relations, civil and criminal procedure and the national intercourse of an epoch, the effects of which continue to be felt after another thousand years have elapsed. A laudable accomplishment of the arduous task of printing contributes to the success of the enterprise.

The distinguished author has rendered science a great service during his years of sorrow and exile. The gratitude he expresses in his preface to Professor Westermann of Columbia University, the Rockefeller Foundation, and the publisher, Mr. Monsky, for generous help, is certain to be shared by the many who will be interested readers.

ERNST RABEL.

H. C. YOUTIE, O. M. PEARL, *Papyri and Ostraca from Karanis*. Michigan. Papyri, vol. VI. Ann Arbor. The University of Michigan Press 1944.

The papyri and ostraca presented in this volume were recovered at the site of ancient Karanis. N° 364-371 are official documents, N° 372-420 refer to taxation, 421-426 are petitions, 427-428 contracts, 700-971 ostraca.

N° 364 (179 A.D.) is a notice of change in the registry of a parcel of catoecic land, addressed by the farmer of the tax on catoecic records of the Arsinoite and other nomes to the syntaktikos, or recorder of the "division of Heracleides." The land concerned was sold at auction by the state to Gaius Apollonius Niger (cf. CPR. 1 = M. Chr. 220, ll. 5-7). Although the purchaser obtained the property Jan.-Febr. 176, about three and one half years elapsed, before it was transferred to his name on the catoecic registers (cf. BGU. VII, 1567). This delay may be explained by the fact that the sales by auction took place only on condition that no overbid was made during the period of probably three years (cf. Wilhelmsen, *Zum röm. Fiskalkauf in Ägypten* 19). As soon as the term for the overbid had elapsed, the *μετεπιγραφή* could be performed. N° 465 (194 A.D.) is an excerpt from the minutes of the epistrategos. An Antinoite entered a complaint against a resident of Karanis and a summons was sent to the latter to appear before the epistrategos. When the defendant failed to appear, the plaintiff's advocate asked that the defendant be sent to Antinoopolis for trial. After ascertaining that the defendant was resident from Karanis, the epistrategos granted the request. Evidently the *δίκαια Ἀντινοειτικά* granted the Antinoites the privilege: *jus evocandi ad forum Antinoense* (cf. on the privileges of Antinoites, Taubenschlag, *Law* 11) but evidently with the restriction the defendant should belong to the same jurisdictional district as the plaintiff, that is to Heptanomia, for which *conventus* in Memphis used to be held (cf. Wilcken, *Arch f. Pap.* IV,

377). In this way the *privilegium fori* granted to Antinoopolis, did not infringe the rule, which prevailed also in Sicily (*Cic. Verr.* III, 15, 38) or in Cyprus (*Cic. ad Att.* V, 21: *evocari ex insula Cyprios non licet*) that a defendant could not be sued outside of his jurisdictional district (cf. Wilcken, *Arch. f. Pap.* IV, 366). N° 370 (189 A.D.) κατ' οἰκίαν ἀπογραφῆ, probably, concerns absentee owners φροντιζόμενοι by an agent. If so, we would find here a new case of *cura absentis* (cf. Taubenschlag, *Law* 136 note 25). In N° 421 (reign of Claudius), a petition concerning theft and maltreatment: there occur the terms ληστικῶ τρόπῳ, ἀπελάννειν (cf. Berger, *Some remarks on cattle-stealing*, Seminar II (1944), p. 24 note 3). In N° 422 (197 A.D.) a petition to the perfect concerning trespass, the remarkable thing is that with regard to the succession of a peregrine the term ἀντιλαμβάνεσθαι is used, with regard to the succession of a Roman citizen, Gajus Julius Longinus, a different term, ἐπικρατεῖν, the translation of "bona possidere" (cf. Taubenschlag, *Gesch. d. Rez. d. röm. Privatrechts* 401, note 225) is applied. The papyrus confirms my theory that the *agnitio bonorum possessionis* was also applied by peregrines (cf. Bad. 41 (108 A.D.). N° 423-424 (197 A.D.), a petition to the strategos concerning trespass is interesting for many reasons. The papyrus brings to mind the δίκη βλάβης, mentions the well-known ὑπογραφῆ: ἐντυχεῖν τῷ κρατίστῳ ἐπιστρατήγῳ, refers to local inspection and finally to a magical procedure by βρέφος. In the petition N° 425 (198 A.D.) the request: πεμφθῆναι ἐξ αὐθεντίας σου ἐπὶ τὴν σὴν διάγνωσιν in a criminal case, reminds one of παραγγελία ἐξ αὐθεντίας τοῦ δικαστηρίου in Lips. I 33 in a civil case.

The publication contains two contracts N° 427 (134 A.D.) a ὁμολογία ἐκστάσεως (cf. Schwarz, *Urkunde* 219ff.) with an ἀφῆλιξ acting διὰ his φροντιστῆς as direct representative (cf. Taubenschlag, *Law* 123/4). The clause therein (l. 28ff.): ὁπότε δὲ εἴαν βούληται ὁ Χαιρήμων ἀπογρά(ψεται) τὰ ἐξεσταμένα ἀπὸ ἀντιγρά(φου) τῆσδε τῆς ὁμολ(ογίας) μὴ προσδεόμενος τῆς τοῦ ὁμολ(ογοῦντος) παρουσίας. finds its analogy in Oxy. 273 = M. Chr. 221 (95 A.D.) (l. 21) ἐξέσ[ται] τῇ Γαίᾳ τῇ καὶ Σαραπιᾷ ἀπὸ τῆσθε [τῆς ὁμολογίας δι' εἰαυτῆς μετεπιγράφεσθαι (διὰ τῶν) [κ]αταλοχισμῶν, μὴ προσδεθη[ίσῃ τῆς] τῆς μητρὸς Ἰουλίας Ἑρακλᾶς συ[νεπιγρα]φῆς, BGU. 1129 = M. Chr. 154 (13 B.C.) l. 27 μετεπιγράφεσθαι τοὺς . . . οὐς [μὴ] προσδεθέντι τῆι τοῦ Πρωτάρχ(ου) παρουσίας, BGU. 1127 (18 B.C.) (cf. Mitteis, *Chrest.* p. 290) ll. 30/33ff.: ἐξείναι (to the buyer) . . . μετενεγκόντι ἀντίγραφῳ τῆσδε τῆς συγχωρήσεως εἰς τὸ τῆς στοᾶς λογιστήριον τὴν εἰς εἰαυτὸν ἢ εἰς οὐς εἴαν αἰρῆται παραχώρησιν ποιείσθαι (cf. on the meaning of this term in this case Mitteis l.c. 290 note 1) — μὴ προσδεθέντι τῆς αὐτοῦ παρουσίας. (cf. also BGU. 1131 col. 1 and Partsch *S. B. Heid. Ak. d. Wiss.* 1916, p. 24 note 2). N° 428 (154 A.D.) a sale of a house contains a similar clause

(l. 12) καὶ ὅποτε ἔαν βούλη(ται) ὁ Ιούλιος Νίγερ (the purchaser) ἀπογράφεται τὴν προκ(ειμένην) οἰκίαν καὶ αὐτὰς δύο διὰ τῆς τῶν ἐνκτήσεων βιβλιοθήκης ἀπὸ ἀντιγράφου τῆσδε τῆς ὁμολογείας διὰ τὸ ἐπὶ τοῦ παρόντος μὴ βεβουλήσθαι. The present passage, however, stands alone in its explicit avowal of unwillingness to report.

R. T.

MICHIGAN PAPYRI, Vol. V. Papyri from Tebtunis, Part II. By Elinor Mullet Husselman, Arthur E. R. Boak, William F. Edgerton. (University of Michigan Studies, Humanistic Series, Vol. XXIX.) Ann Arbor: The University of Michigan Press. London: Humphrey Milford, Oxford Universtiy Press. 1944. Pp. XX, 446, six plates.

The 131 papyri, nos. 226-356, belong to the same group of papyri from the grapheion of Tebtunis as those published eleven years ago in the vol. II of the Michigan papyri. All of them originate from the first half of the first century A.D. approximately, from 7 until 56 A.D., and complete in a large measure the picture of the activity and technical functioning of that record office. The assertion by one of the editors, Dr. Elinor M. Husselman, that the papyri published in the volume under review "do not individually contain much that is new or important," seems to me too modest. Many a papyrologist will agree with this reviewer that the volume belongs to the richest ones among the last publications of the kind. Most of the papyri published are in a rarely excellent condition and some of them may be designated as exemplary models of the respective types of contracts in spite of their grammatical and orthographic oddities. The edition as a whole is faultless and deserves full appreciation. The three editors kept, in general, the right measure in their commentary as well as in the editorial and critical notes. They say neither too much nor too little and leave to the papyrological expert the further exploitation of the documents published in that direction which interests him most. More references to similar documents in older publications, however, would certainly not have done any harm.

The following pages aim only at making the reader generally acquainted with the contents of the extensive volume and calling his attention to some interesting problems and pieces to be exploited. Some loose remarks on details which seem to this reviewer noticeable may be added.

Our knowledge of the operation and clerical technique in the Tebtunis grapheion has been considerably enriched by the new publication. In particular, new light is thrown on those documents which contain only the subscriptions of the parties to the contract and where the body of the contract itself is missing. These so-called independent subscriptions being only a brief resumé of the provisions of the agreement usually are written on the lower part of the papyrus, while the space above is being left blank.