

Berger, Adolf

"Michigan Papyri", vol. V : "Papyri from Tebtunis", Elinot Mullet Husselman, Arthur E. R. Boak, William F. Edgerton, London 1944 : [recenzja]

The Journal of Juristic Papyrology 1, 124-134

1946

Artykuł został zdigitalizowany i opracowany do udostępnienia w internecie przez **Muzeum Historii Polski** w ramach prac podejmowanych na rzecz zapewnienia otwartego, powszechnego i trwałego dostępu do polskiego dorobku naukowego i kulturalnego. Artykuł jest umieszczony w kolekcji cyfrowej bazhum.muzhp.pl, gromadzącej zawartość polskich czasopism humanistycznych i społecznych.

Tekst jest udostępniony do wykorzystania w ramach dozwolonego użytku.

(l. 12) καὶ ὅποτε ἂν βούλη(ται) ὁ Ἰούλιος 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.

Only a few of such subscriptions without the pertaining contracts have been known so far. It is natural that the Michigan papyri afford a new opportunity to approach the problem from another viewpoint than it has been done before. In a highly instructive introduction Dr. Husselman deals with the matter. Her conclusion that those subscriptions were not the copies of the contract which had to be deposited in the archives, but were drawn up for the use of the contracting parties is persuasive. On information supplied by them the contract was drawn up by a clerk of the grapheion on a payment of a fee, *grammatikon* (cf. *infra*). The parties to the contract then subscribed the document. Only of these subscriptions were prepared additional copies for each party and left at the grapheion, together with one complete document. The parties involved could later obtain their copies, *ekdosima*, i.e. the subscriptions prepared previously, and completed with the full text of the agreement, inserted into the space left for it. This was the procedure normally observed. But when the transaction was a typical one, without any particular or exceptional clauses, the subscriptions alone were written in the presence of the notary who noted in the margin the signalments of the parties and some other brief remarks to be able to fill in the body of the contract at a later time. This procedure explains the abridged contents and the external conditions of many Michigan papyri as well as some deviations from the normal scheme when only the preliminary draft and not the contract itself is preserved. With the beginning of the Roman era a new kind of documentary procedure came into existence which deprived the privately held copies of contracts, as they had been usual in the Ptolemaic period, of their importance. From the contract drawn up by a state notary, *demosios chrematismos*, an official copy was always available. The *ekdosima* retained in the office seem to be the copies withheld by the notary until full payment of the fees was made. Pp. 3-11 of the edition being a precious contribution to the knowledge of the bureaucratic practice observed in the record office of Tebtunis, should be studied before entering into the lecture of the single texts published.

The first papyri of the publication, nos. 226-232 are, with one exception, petitions of different contents, directed to the strategos. The complainants ask that the wrongdoers be arrested and sent to him *πρὸς τὴν ἐσομένην ἐπέξοδον*. Taubenschlag, *Law of Graeco-Roman Egypt*, (1944) 374 n. 67 translates this locution with "fitting punishment," while the editor of this group of documents (Boak) speaks of "the coming assizes" in the translations of no. 226, 228-230. As results from the introduction to 228 he thinks right of the next *conventus*, apparently led to this conclusion by no. 231, 29, where, in fact, the plaintiffs speak of *conventus* (*dialogismos*). The respective clause in no. 231 has however quite a

different wording and ἐπέξοδος should not be identified with the procedure before the *conventus*. Through the phrase mentioned above the applicant asks simply that the accused be arrested and sent to the strategos for a trial. All petitions have, more or less, to do with criminal affairs and procedure. No. 226 is connected with a lease contract previously concluded: the lessees of a granary belonging to the temple of the god Kronos of Tebtunis, had carried off its doors and committed other contraventions against the contract. Of more criminal nature is the wrongdoing the petitioner of 228 complains off: he and his wife have been insulted by his debtor, who refused the payment of the debt. Moreover, his wife was brutally beaten although she was pregnant. The result was that she gave birth to a dead child and her life was in danger. A similar complaint contains no. 229, while in no. 230 bodily insult concur with larceny established in the plaintiff's opinion ἐπ' αὐτοφόρῳι = *in flagranti*, since he found the stolen goods in the thief's house. (Correct use of the locution in no. 229, 12). It is noteworthy that the complainant made the search for the stolen beams (not "investigation of the matter," as in the translation p. 34) in the domicile of the thief in company of the epistates of the village. For similar provision in Roman law see Mommsen, *Roem. Strafrecht* 748, and for the papyri Taubenschlag, *Strafrecht* 66. No. 231 is—in spite of its mutilated condition—an interesting text, with a rather complicated background.—No. 232, a petition to an exegetes, has been known from an earlier publication in 1933. (*Journ. of Egyptian Arch.* XIX, pp.138-142).

With different taxes and administrative law are concerned the nos. 233-236; no. 233 is a corrected edition of an oath of sluice guards, published first in 1925 and reedited in SB. III 7174.

Nos. 237-242 are registers (*anagraphai*) of the grapheion of Tebtunis, an excellent illustration of its manifold activity. They are competently explained by Boak, in connection with similar registers in P. Mich. II. No. 238, a long text of 247 lines, perfectly preserved, is a quadrimestrial register of 46 A.D. (chronologically it is a continuation of P. Mich. I 123 R) with 239 contracts registered and annotations to each item whether the grammatikon-fee was paid or not. The editor assumes now that the fee was paid for preparation and registration of the document (p. 56). Otherwise Boak, P. Mich. II p. 89, where it is expressly marked as "not a registration fee," and Dr. Husselman, P. Mich. V, p. 6 and 10: "for the writing of the document and perhaps for the papyrus on which it was written." When the party was freed from the fee, it is noted by the word χάρις,—when the payment was adjourned, the officer of the grapheion made the remark ὀφείλει τὸ γρ. The terminology for designating

the nature of the single documents shows some interesting items, as for instance, v. 23: ὁμολογία τιμῆς, where probably a word is missing; v. 27: ὁμ. τροφίμου δουλικοῦ, cf. BGU. 297, 21; vv. 35, 175 homologia ἀπερισπάστου, cf. γράμματα ἀπερισπάστου in P. Oxy. VI 898, 15 and infra; v. 235: ὁμ. γεωργίας πιστέως; vv. 149, 182, 219: τροφίτις φερνῆς. In many entries, as 107, 157, 159, 197, 203, etc., only the parties to and the object of the transaction indicated simply as homologia are mentioned.—While nos. 238 and 240 are of a similar structure as no. 237, no. 241 contains instead several abstracts of contracts registered at the grapheion on the date indicated at the top of the papyrus. The difference between a simple list of contracts, anagraphe, and the so-called εἰρόμενα containing abstracts of contracts is perfectly illustrated by the papyri mentioned.

Nos. 243-248 are of particular importance. They are efficiently commented on by Prof. Boak whose introduction to 243 is a remarkable supplement to his previous article on *The Organization of Gilds in Greco-Roman Egypt*, *Trans. Am. Philol. Ass.* LXVIII (1937), 212ff. These ordinances were, as correctly stressed by the editor, of a contractual nature, and bound the members of the gild by virtue of their own consent. The association of 244 is organized for one year only, but it could be annually renewed. This is a further evidence of their foundation on the members' agreement. The ordinances acquired their validity after having been subscribed by a majority of the members, cf. 243, 12. The gilds, as reflected in the Michigan papyri, were mostly organizations for religious or convivial purposes and presided by a *prostates*, called also *epimeletes* or *hegoumenos*. The main sources of the gild's funds of 243 were monthly dues to be paid by the members, fines imposed upon them for different contraventions, as, for instance, misconduct under the influence of wine, failure in attending a meeting of the gild, usurping another's place at a banquet of the gild, bringing an accusation against a fellow member or slandering him, intriguing against another member or ruining his household. Additional contributions were paid by the members on special occasions in their private life, as marriage, birth of children, purchase of property or cattle, etc. The members were moreover obliged to help another member in trouble, to supply bail for him in the case of his imprisonment for debts. Particular regulations are settled in the event of death of a member or one of his family. All this shows a spirit of fraternity and solidarity among the members. Noteworthy is the conclusion of the ordinance, 243, 12: τὰ δ' ἄλλα ἃ εἰς τῶι κοινῶι δόξη. If the editor's interpretation (p. 95) be correct, the phrase contains the provision that all other matters shall be regulated by the vote of the gild. It is, however, possible that this general formulation refers to the foregoing one and

concerns only further decisions taken by the gild in event of the death of certain persons connected with the association.

No. 245, an ordinance of the salt merchants, has been known from an earlier publication by the same editor in *Am. Journ. of Philology* LVIII (1937) 210ff. This ordinance has a more commercial character; it fixed salt prices and the territory where either all members or individual ones might sell salt, and besides this penalty clauses settling fines to be paid both to the common fund of the gild and the treasury. But monthly banquets are also provided. To our knowledge of private associations as corporate bodies in Greco-Roman Egypt, a short synthesis of which was given lastly by Taubenschlag, *Law cit.*, 47f., the Michigan papyri supply a remarkable contribution.

Nearly one third of all texts published are sale contracts (251-309) with different objects, as vacant lots, catoecic and sacred land, vineland, houses, slaves. Many of these documents present some interesting details, some deserve particular attention, as for instance 262, where a husband retains a few dowry objects according to their *syntimesis*, as a part of the price for catoecic land he is selling to his wife. The penalty clause shows a new particularity (vv. 30ff.): restitution of the price of the allotment increased not only by a half, but also by interests. If I am correct, is this the first example of such a combination (cf. Berger, *Strafklauseln* 128ff., Taubenschlag, *Law cit.* 246; similar provision in 276, 12). Besides this a penalty is settled *ὡς ἴδιον χρέος* to be paid to the other party, without, however, being called *epitimon* which it really was.—No. 264: sale of a slave where a former sale of a house and court is being mentioned as remaining valid. It is not quite clear why this reserve has been made. It is a characteristic feature of the Michigan papyri that very often previous agreements between the same parties are referred to and their validity confirmed although the necessity for such a confirmation within the frames of the new contract concerning a different matter, is not given. The respective clauses are introduced by the settlement that the party involved should not suffer any diminution of rights with regard to the previous agreement (*μὴ ἐλαττομένου* etc.) or that the obligation originating from the previous contract remain valid (*μερόντων κυρίων* etc). Thus sale contracts refer to previous sales or loans, loans to former loans and so on, cf. 262, 18; 276, 13.19.26.34; 282, 7; 283, 17; 305, 18.21.25; 326, 60; 331, 5; 333, 22; 339, 4.6; 340, 108; 341, 8. It does not seem to me that this practice might be a particularity of the record office in Tebtunis. The problem should be examined through the whole material of papyri. One point may, however, be stressed here: in two sales, 254, 7 and 273, 9, the reservation is made that a previous lease of the land actually being sold remains valid according to its terms. The clause reminds of Dig. 9, 2, 25, 1:

qui fundum fruendum locavit, si fundum vendat, curare debet ut apud emptorem quoque eadem pactione colono frui liceat. Without this clause apparently the lessee could be expelled by the purchaser of the land and to avoid this the seller defends the rights of the tenant against the rule that "sale breaks lease" ("Kauf bricht Miete"). For the problem see Frese, *Aus gräko-ägyptischem Rechtsleben*, 1909, 24; Berger, *Ztschr. f. vergl. Rechtswiss.* XXIX, 1913, 393.

Another feature we met in the Michigan papyri concerning sales is the participation of persons who are next relatives of the seller, but directly have nothing to do either with the object of the sale which expressly is indicated as belonging to the seller, or with the sale itself since the price is being paid only to the seller. All those persons among whom we find mothers (260, 280, 294), children (300: a son, two daughters and a daughter-in-law of another son previously dead), wives (254, 258, 266 cf. *infra*, 269, 276, where two of five brothers are selling a house and the wives of two of them intervene, 277, 297, 306 where besides the seller's wife another couple whose relationship to the seller is unknown), express their consent, *εὐδόκησις* to the sale without indicating for which reason they do it. On *εὐδόκησις* see Kunkel, *Sav. Zeitschr.* XLVIII 297f. and P. M. Meyer, *Jur. Pap.* no. 28, 17 who calls those persons "Mitberechtigte" (p. 78, 79) without saying, however, of what kinds their rights are. Apparently rights of inheritance are involved, a problem which is particularly interesting from the juristic viewpoint. Clearer is the situation in 293 where four persons, three brothers and a sister, sell a house through an Egyptian contract and the husband of the woman declares: *ἐπικελεύω τῇ προκειμένῃ πράσει.* He acts apparently as the *kyrios* of his wife although he is not mentioned as such. *Ἐπικελεύω* in the sense of "to agree" is rare, cf. P. Tebt. 201.

An important contribution to the understanding of *katagraphe* is given by no. 266, a text in excellent condition, where the declarant of the *homologia* promises to *καταγράφειν* a vineyard through the *grapheion* of Tebtunis. The editor's mark "here the *katagraphe* takes the forms of a *πράσις*" is juristically not beautiful. The document as well as the second hand signature gives occasion to further considerations. The writer of the signature is, as it appears from 350 (cf. p. 164), the father-in-law of the seller. His declaration, v. 22: *παρέξεσθαι τὴν θυγατέραν μου Ἀρσινόην εὐδοκοῦσαν τῇ πράσι ὅποτε εἴαν τελεῖται καθὼς πρόκειται,* does not mean "I agree to render my daughter A. agreeable to the sale whenever it shall be completed" (p. 166). He apparently is the *kyrios* of his daughter who is interested in the sale achieved by her husband. He declares in her name that she has agreed (not that she will agree) to the sale, this is the meaning

of εὐδοκοῦσαν. His obligation for the future is to present his daughter when the καταγραφῆ, the public deed of conveyance, will be made.

A good parallel to 266 is 276, in spite of the different language applied by the parties. The seller assumes the obligation ἀναφέρειν τὴν πρᾶσιν διὰ μνημονείου ἑξαμартύρου. I doubt whether the last expression is to be referred to the well-known *syngraphe hexamartyros* (thus Dr. Husselman). It is striking that the other three parties to the contract, the co-sellers, bind themselves to the same, but in quite different terms δι' ὧν ἐν βούλῃ ἀρχείων ἐπὶ τῆς μητροπόλεως. The *syngraphe hexamartyros* was, however, a private document and the sellers of 276 submitted themselves to achieve the transfer through a public deed. It is new that the non-fulfilment of the *katagraphein*-obligation is menaced by the same penalties as the other violations of the contract.

A curious provision is to be found in 305, 14ff., a sale of vacant lots by four brothers. The purchaser's brother who is the owner of a neighboring ground is bound to open up a gate to provide entrance through his property to be used in common by the owners of the adjacent lots. It is striking that the man does not participate in the agreement and does not sign the document. But even the purchaser himself on whom lies the responsibility for the fulfilment of this obligation by his brother does not sign the document.

The nature of πρόστιμον in 267, 11 and 273, 7—both papyri deal with *parachoresis* of catocic land—is not clear. At any rate it is a public fine, and not a private one, to be paid, maybe, for a delay in paying some taxes or fees. Cf. Berger, *Strafklauseln*, 10ff. Likewise the nature of *pleonasmata* in 260, 17; 262,23; 267, 10, remains obscure, cf. P. M. Meyer, P.Giss. II p. 24 n. 3. The translation "surtaxes" does not say anything.—The use of *anachoresis* instead of *parachoresis* in 259, 31 is new. It is probably a mistake of the writer of the signature, as the editor p. 259 assumes. But the word should be kept in evidence for future publications.—The same characteristic omission occurs in 259, 12.30; 267, 7; 273, 5: after τὰς καθηκούσας the word οἰκονομίας is missing. Οἰκονομίαι μετεπιγραφῆς καὶ παραχωρήσεως are meant, cf. 262, 10.31. The omission for which different writers are responsible is puzzling. Perhaps the writers copied a formulary, used in the office, in which the omission had been made.

Among the sales of slaves (264, 278, 281) particularly interesting is 279 where the seller excludes his responsibility not only for the fugitivity of the slave, which is normal, but also for epilepsy which is against the usual practice, cf. the other two papyri.

Contracts of lease are not so numerous as the sales, but nevertheless not less important because of some interesting details. Thus no. 310, with its new word χερσοκαλαμία (uncultivated land overgrown with reeds), al-

though badly preserved, contains a clause about a cash subvention from the lessor for particular work on the soil. In 311 a farmer of public estates leases a part of them and receives, instead of a rental, a *τιμή* in advance. No. 312: a lease of a private bath and an adjoining chaff bin is apparently the first example of the kind. The document is a precious contribution to the institution of baths and bath-taxes under the Roman regime. The rental in wheat is to be paid in monthly instalments, the lessor having moreover the right to select ten men who may make use of the bath free from the admission fee. Introduction and commentary by Boak are remarkable. In this connection no. 234, a receipt for a bath-tax, may be mentioned.

Of particular juristic interest is a group of documents, 317-327, concerning divisions of property, *diareseis*. Especially nos. 321 and 322a are perfect examples of a *divisio parentis inter liberos* (cf. Taubenschlag, *Law cit.* 155f., whose presentations could be now richly completed) with a lot of new details which require a monographic treatment. The first document contains the clause *μετὰ τὴν ἐμὴν* (sc. the father's) *τελευτήν*, i.e. that the division had to be effectuated after his death. But seemingly it was made during the father's life since the eldest son to whom the largest share was assigned has to provide the father with food, clothes, etc. during his lifetime. An unknown charge is mentioned in 321, 21 *αὐλητικῆς καὶ πρὸς μουσικάν* (l. — *ῆν*). The editor explains it as the tax paid by a flute player. Between the two documents is a great difference. No. 321 should not be qualified as "a will in the form of a contract for the division of property," as Dr. Husselman, p. 259, did, since there is no contract at all. There are no signatures of the persons involved, except that of the father making the will. On the contrary in no. 322 all children, two sons, two daughters, and a grandson, son of a third son who had died before, undertake precise bindings in this division of property by their father Psuphis, and declare their consent (v. 35 *εὐδοκοῦσι*). Furthermore the division enters immediately into existence since the father effectuated the division on the spot (vv. 2, 17, 28, 38: *ἀπὸ τοῦ νῦν*) and just for this reason the usual clause *μετὰ τὴν τελευτήν* is missing. In the same document a similar division is made by Psuphis' wife, the mother of the same children, and also *ἀπὸ τοῦ νῦν*. The document is therefore a common division of both parents (*divisio parentum inter liberos*). But the property belonging to each of the parents is separately disposed of. The wife gives even a part of her property to another grandson, the son of a still living son. Therefore it cannot be said that "322a is a contract of the same type as 321, but the words *μετὰ τὴν τελευτήν* have been omitted" (p. 26), although some provisions are similar and some clauses allude to the future death of the parents, vv. 20, 33.

No. 326 is also a *diarexis*, perfectly preserved without any lacuna. It concerns a division of a property inherited from their parents by five brothers and a sister (land, vineyard, slaves). Together with the foregoing texts this document is instructive from different viewpoints. To a division of slaves refers also 323: four slaves are divided among three brothers. The youngest receives two slaves, but one of them is lame, and the other remains in service with the mother of the brothers.

Nos. 328-336 are loans, some of them of the well-known type on security (*ὠνὴ ἐν πίστει*, cf. Taubenschlag, *Law cit.* p. 206).—N° 327 is a receipt for wages. The editor's remark "the contract lacks subscription" is not correct. An acknowledgment of the receipt of money is not a contract, a subscription of the paying person is not required.—In 338 the receipt of a deed, *ὁμολογία ἐκστάσεως* is being acknowledged. The document is addressed to the nomographos Kronion in whose office the respective transaction has been concluded. Two other documents are in direct relation with the activity of the director of the record office. No. 353 is a guarantee of indemnification given to the same Kronion for having issued to the declarant a contract of cession (*parachoresis*), prepared for his father, without the proper warrant, *epistalma* (cf. Taubenschlag, *Law cit.* 170). Both this document and the following no. 354, the whereabouts of which are rather complicated, throw a light on the responsibility of the official in charge of the grapheion. Both documents guarantee indemnification to him from any risk he might have in consequence of his carelessness. The term for the guarantee is *ἀπερίσπαστον ποιεῖν, παρέχεσθαι*, hence the name of such declarations *ὄμ. ἀπερισπάστων* (cf. supra). The term occurs in 353, 4 and 354, 19 and is translated by the editor "free from danger of arrest" and "free from constraint" respectively. It is doubtful, however, whether the director of the grapheion could be arrested for inaccuracy or lack of caution in his functioning. It is more likely that his responsibility was merely a financial one and to it referred the guarantee in question.

A group of documents deals with matrimonial relations. No. 339 is an evidence for an additional dowry constituted durante matrimonio, *ἐν προσδόσει*. In the grapheion register 240, 26 the agreement is called *prosp'hora*, which is a new meaning of the term. Both terms appear in 340 where "a settlement of property made by the parent or parents of a wife to the husband or to herself in addition to the customary dowry (*φερνή*) and the bride's personal belongings. It may be defined as a *donatio propter nuptias*" (Boak, p. 318). The qualification is not appropriate since *d.p.n.* was a creation by Justinian. The same kind of gift is called in 339 *φερνή*, and in our document, v. 10: *ἐν προσδόσει φερνῆς*. The document is, although apparently a draft with many corrections, of great importance because of the mention of two marriage-contracts, an Egyptian and a Greek one, cf.

vv. 26ff. (the same in 431, 4), the provisions for the different forms of separation, vv. 40ff., 53ff., the *πρᾶξις ὡς ἐκ Πέρσου τῆς ἐπιγονῆς* etc.

In this connection three contracts should be mentioned by which the declarant parties (all of them women) resign their claims to the property of their parents (or sister) for ever, nos. 350-352. This kind of declarations is called by the technical term *ekstasis*. The declarations of 350 and 352 are connected with the dowry which the renouncing parties had received when they married. In 350, 11 the declarant makes a reservation as to the women's utensils and clothing belonging to her mother. These objects do not enter into the resignation. In 351, however, the cause of the *ekstasis* is not given. We wish to add that several other documents not mentioned here individually, and a few demotic papyri (cf. *infra*) may be profitably exploited when dealing with the law of marriage in Egypt at the beginning of the Roman period (as, for instance, mentions of *ἐγγράφως* or *ἀγράφως συνείναι*, once in 254, 7 we read: *ἡ συνοῦσά μοι κατὰ νόμους γυνή*) and with the law of guardianship as well.

To another field belong the last Greek papyri of the volume. No. 346 is a contract for apprenticeship of a slave-girl. The teacher, a weaver, undertakes to teach her the art of weaving "as he himself knows it." A clause, so far unknown, is added: "if I shall not teach her, he declares,— or she shall be considered not to know what she has been taught, you will perforce have her taught at my own expense." When we take into consideration that the weaver does not receive any gratification, the clause seems simply incredible. On the other hand some usual clauses are wanting. There is no provision about the slave girl's staying in the weaver's house (which is however likely since her owner uses in his subscription the term *ἐκδέδωμαι*), no penalty clause is settled. The provision about her feeding and clothing is not quite clear: it is not said who is obliged to do it, either the teacher or the owner. The editor (Dr. Husselman) explains the text in the sense of the first alternative. But why does the weaver oblige himself to give the slave a tunic of a considerable value? If he had to clothe her he would not have stipulated to supply her a tunic separately. And furthermore: the owner of the girl signs the contract too, "under the foregoing conditions." If he had not undertaken any obligation at all, his signature would have been superfluous.

No. 348 is a contract of partnership which are not very frequent. Cf. Taubenschlag, *Law cit.* 294. Three lessees accept a fourth partner in a four year lease of a catocic allotment.—No. 355: contract for service to a weaver concluded with the worker himself. Some noteworthy points: the weaver has to pay quite a series of taxes and fees for the worker in an extension as not met so far, beginning with the poll-tax and the *γερδιακὸν τέλοςμα*. The salary amounts to one artab of wheat monthly and a sum of

money annually on account of clothing and oil. The worker is obliged to do work according to the orders of his master and not to absent himself from the work under the fine of two drachmas for every day of absence. He has furthermore to accompany the master everywhere he goes "according to the law." What law is meant is not known. The obligation to stay with the master is referred only to day-time (v. 10: ἀφήμερος, cf. v. 12) without any mentioning of the night, as so often in similar agreements (ἀπόκοιτος), cf. 241, 34 and Berger, *Strafklauseln*, 1911, 167. W. L. Westermann, *Class. Philol.* IX, 1914, 310. A. Zambon, *Aegyptus* XV, 1935, 53f.

P. Mich. V contains also six Demotic texts. For their edition William F. Edgerton is responsible. Four of them concern sales and, with one exception (342), all of them are provided with Greek subscriptions by the parties involved. The subscriptions generally confirm the contents of the *Διγυπτίαι συγγραφαί* referred to, sometimes not without some new details corresponding more to the Greek formularies, cf. for instance 249, 2; 250, 4; 253, 19; in the last sale contract the seller, a woman, appears with her son as a guardian, cf. Taubenschlag, *Law cit.* 128. In 347, a *syngraphe trophitis*, the Greek subscription unfortunately is very badly preserved. There appears twice the term *proprasis* which has been known from P. Mich. II 121 R (cf. p. 348 n. to vv. 1-2, where "and 6" is to be cancelled). The demotic text does not contribute to the elucidation of the term which seems to me obscure in spite of the explanation given by Arangio-Ruiz, *Persone e famiglia*, 1930, 51 and others.

The edition is technically perfect. Among papyrological publications P. Mich. V will rank with the most remarkable ones, not only because of its rich contents of which only a few samples have been rendered conspicuous above, but also because of the excellent conditions in which most of the papyri published are preserved, the successful decipherment and proper adaptation of all documents by the editors. It is self-understood that exact indices following the best models of the kind are added. They occupy not less than 74 pages. Six plates with the reproduction of one Demotic and five Greek papyri conclude the volume.

ADOLF BERGER.

ANGELO SEGRÉ, *An essay on the nature of real property in the classical world*, Paul Bassinor publisher, New York, 1943, pp. 143.

"The essay aims"—as the author p. 1 points out,—“to state some basic points on the nature of real property in antiquity.” The chief result of his research “lies in having made clear the political character of the right of property in the ancient classical world”; to attain this result the author “was compelled to enter an exhaustive inquiry on the transfer of real