

# Rafał Taubenschlag

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"Ricerche di sociologia nei documenti dell'Egitto greco-romano III. I contratti di compra vendita", O. Montevecchi, "Aegyptus", XXIII, 1943 : [recenzja]

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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](http://bazhum.muzhp.pl), gromadzącej zawartość polskich czasopism humanistycznych i społecznych.

Tekst jest udostępniony do wykorzystania w ramach dozwolonego użytku.

The second dissertation develops these ideas in 8 chapters: I The Ptolemaic katagraphe of Sales and its Certificate; II The Katagraphe of Other Conveyances. Traces of the Katagraphe-Register; III The function of the Certificate; IV Definition of the Ptolemaic Katagraphe; V Scope and Purpose of the Ptolemaic Katagraphe; VI Katagraphe in Foreclosure Proceedings; VII The Abandonment of the Ptolemaic Katagraphe; VIII Katagraphe in the Roman Period.

A. STEINWENTER, *Fundus cum instrumento. Eine agrar- und rechtsgeschichtliche Studie* (Wien. Akad. d. Wiss. Bd 221, 1 Abt.).

In this essay which comprehends seven chapters, chapter IV pp 40—61 is devoted to the Greek papyri. The author deals especially with the notion of τὰ συγκύροντα, ἀνίκοντα, τὰ χρηστήρια, τὸ δίκαιον and demonstrates Roman influence on such conceptions as μετὰ παντός δικάσιον or σὺν παντί δικάσιον.

M. HOMBERT—CLAIRE PRÉAUX, *Un petit propriétaire égyptien du milieu du III<sup>me</sup> siècle de notre ère: Aurelius Serenus—Sarpion*. (*L'Antiquité Classique* 17 (1948) — *Miscellanea Philologica Historica et Archeologica in honorem Huberti Van de Weerd* pp 331—337.)

The authors show that in spite of the great crisis in III cent. A.D. the social and economic life of a small Egyptian farmer did not change.

F. DE VISSCHER, *Le caractère religieux des tombeaux romains et le § 2 du Gnomon de l'Idiologue* (*Rev. intern. des Droits de l'Antiquité* 1 (1948) pp 199—212).

The author expresses the view that Gnom. § 2 refers to Greco-Egyptian law and that the Roman creditors had the right to sell burial plots mortgaged to them as the clause forbidding their sale were, as far Roman creditors were concerned, null and void. I expressed the same view, with reference to Schönbauer, in my *Geschichte der Rezeption des röm. Privatrechts* (*Studi Bonfante* I 379); unfortunately a mistake crept in the English translation of the passage referring to this (cf. de Visscher l. c. 206 note 2): instead *mortgaged by Roman citizens*, should be read *to Roman citizens*.

#### THE LAW OF OBLIGATIONS

O. MONTEVECCHI, *Ricerche di sociologia nei documenti dell'Egitto greco-romano III. I contratti di compra vendita* (*Aegyptus* XXIII (1943) pp 11—89).

The author deals with sales of land and makes up pp 12—19 a list of 226 contracts of sale.

O. MONTEVECCHI, *Vendita a termine (Aegyptus XXIV (1944) pp 131—158).*

Not seen.

A. BERGER, *A labor contract of A.D. 164: CIL III P. 948 N° 3* (repr. from *Classical Philology* vol. XLIII N° 4 (1948).

This brilliant analysis of a wax-tablet inscription, belonging to the so-called *Tabellae ceratae Daciae*, may be mentioned here because of its frequent references to the papyri, see p. 232 on ἀγράμματοι, p. 233<sup>9</sup> on Adjutor as cognomen, p. 239<sup>22</sup> on the form of a loan of money.

V. ARANGIO-RUIZ, *Chirografi di soldati* (Estr. da *Studi in onore di Siro Solazzi*, Napoli 1948).

In this essay the author examines the chirographs of soldiers: BGU 69 = M. Chr. 142, Mich. VII 438, VIII 440, III 161, VII 445 and points out that they show more or less a tendency towards romanization. All the clauses corresponding to local law are omitted in these chirographs; as for example relating to πράξις or to their treatment as a public document, whilst the local clause παντὶ τῷ ἐπιφέροντι is translated in a triple alternative: to the creditor, to the representative or to the heir.

C. BRECHT, *Zur Haftung des Schiffers im antiken Recht* (Sav. Z. LXII (1942) pp 391—6).

The author denies the influence of the Roman *recepta nautarum* on the clauses of the Egyptian ναυλωτικαί in the epoch of the principate but admits such an influence for the period after Justinian.

M. LEWIS, *The meaning of σὺν ἡμιολίᾳ and kindred expressions in loan contracts* (Extr. from the *Transactions of the American Philological Association* vol. LXXVI (1945) pp 126—139).

Σὺν ἡμιολίᾳ, when it occurs as a modifier of the amount of the loan in the acknowledgement of receipt-clause (as opposed to the promise — to repay clause) means *including 50% interests*. While this formula had the undoubted advantage of brevity, it is possible that its use was dictated by more profound legal motives.