

# Taubenschlag, Rafał

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## Papyri and parchments from the Eastern Provinces of the Roman Empire outside Egypt

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The Journal of Juristic Papyrology 3, 49-61

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1949

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## PAPYRI AND PARCHMENTS FROM THE EASTERN PROVINCES OF THE ROMAN EMPIRE OUTSIDE EGYPT

Papyri and parchments have also been found provenient from eastern provinces of the Roman empire outside Egypt, but papyrologists dealt with them only incidentally. I think therefore that it would be of advantage to make up a list of all these documents, frequently published in hardly accessible publications and I hope that such a list will be highly welcomed by fellow-papyrologists.<sup>1</sup>

### I. Papyri from Syria.

#### 1. P. E. R. No 24.552.

ed. Liebesny, *Aegyptus* XVI (1936), 256 ff; 289 ff; S. B. 8008 (262/1 or 261/0 B.C.).

Lit. Wilcken, *Arch. f. Pap.* XII 221; Wenger, *Arch. f. Pap.* XIII 297; Westermann, *Enslaved persons who are free in Amer. Journ. of Phil.* LIX (1938) 1–30; Wenger, *Arch. f. Pap.* XIV 184 ff; Taubenschlag, *The Law of Greco-Roman Egypt* I 404 ff; Biežuńska — Małowist, *Przegl. hist.* XXXVII (1948) 110 ff.

The papyrus contains two προστάγματα of Philadelphus; the first one refers to ἀπογραφαί of ὑποτελής and ἀτελής λεία; the latter to a royal decree which orders that the inhabitants of Syria-Phoenicia who acquired a native free person (σῶμα λαϊκὸν ἐλεύθερον) or took possession of her in another way, have under penalty to produce her to the οἰκονόμος within 20 days since the publication of this decree. Those who de-

<sup>1</sup> We did not include in this list documents found in the West, especially Arangio-Ruiz *Fontes* No 137, 139, 140, 141, 150 and *Wess. Stud.* XIV p. 4 (504 A. D.); the same holds of non legal documents: P. Bouriant No 25 (cf. Wilcken, *Arch. f. Pap.* VIII 308) a letter from Apamea (Syria or Asia Minor) *Class. Phil.* XXII (1927), 237 ff (cf. Wilcken, *Arch. f. Pap.* IX 85) a letter from Ostia; W. Chr. 480 a letter from Misenum; W. Chr. 445 a letter from Rome; Dura No 75 (240 A. D.) cf. Welles, *Münch. Beitr.* XIX 398; *Excav. VI seas.* p. 438 also a private letter.

monstrated that they have acquired the produced person as a house-slave (ὄντα οἰκετικά) are entitled to take her home; as far other persons are concerned, they seem to be set in liberty except such ones who were bought at royal auctions. The decree forbids for the future to buy or sell, or to give or take in pledge native free persons.

2. B.G.U. 895 (cf. B.G.U. III p. 8 (138 — 161 A.D.).

Lit. Kreller, *Erbrechtliche Untersuchungen* 274 ff.

This papyrus refers to a will which changes or repeals a former will. The will seems to contain dispositions of a woman in favour of her daughters.

3. Lond. II 229 (166 A.D.).

ed. Arangio-Ruiz, *Fontes iuris romani anteiustiniani* (1943) No 132.

Lit. Arangio-Ruiz, l. c.; it may be added to the literature quoted there: Wilcken *Atti Firenze* 109; Montevecchi *Aegyptus* XIX (1939) 16.

A deed of sale whereby C. Fabullius Macer, *optio* of the trireme Tigris in the Misenian fleet, purchases a boy named Albus or Eutyches, *natione Transfluminianus*, aged seven years from C. Julius Priscus, a soldier of the same vessel, for 2000 *denarii*. C. Julius Antiochus, *manipularis* at the trireme Virtus is named, as *fideiussor*. It is remarkable that the deed follows entirely Roman principles.

## II. Papyri from Palestine<sup>2</sup>.

1. Edg. Zen. 4 (259/8 B.C.).

S.B. 6710.

Lit. Wenger, *Krit. Vjschr.* (3 Folge) XX 9 ff.

This letter deals with a violent frustration of an execution by a native debtor named Jeddu. The addressee was advised to take pledges (ἐνέχυρα) from the debtor and hand them over to the creditor.

<sup>2</sup> See on the papyri from Palestine, J. Offord, *Newly published Palestinian papyri in Quart. Statem. Pap. Expl. Fund.* LI (1919) 184 ff; Abel, *Revue Biblique* XXXII (1923) 409; Kraemer, *The Colt Papyri from Palestine* (Congr. Oxford 238); Mayer, *Arabic papyri from Palestine*, *ibid.* XVIII; Tschirikower, *Tarbin* 4 No 4 (in Hebrew).

## 2. P.S.I. 1026 (150 A.D.).

Lit. Wilcken, *Arch. f. Pap.* IX 80; Degrassi, *Aegyptus* X 242; W. Seston, *Les vétérans sans diplômes des légions Romaines* (*Rev. de Philol.* 3 série VII (1933) 375); Wilcken, *Atti Firenze* (1935) 109; Arangio-Ruiz, *Chirografi di soldati* (*Studi in onore di Siro Solazzi*), 260<sup>34</sup>.

This is an attested copy of a *libellus* which 22 discharged soldiers of the *X legio Fretensis* in the year 150 A.D. submitted to the *legatus Augusti pro praetore* of the province Syria Palaestina, Villius Kadus, endorsed with the subscriptio of the *legatus*. The petitioners are veterans of the *X Fretensis legio* who in that time stationed in Jerusalem. They did originally military service in the *classis praetoria Misensis* and were *ex indulgentia divi Hadriani* in the years 125 — 126 promoted to the *legio Fretensis*. They request the *legatus* — as they are going to return *in patriam Alexandriam ad Aegyptum* to attest: *a te missos esse, ut ex adfirmatione tua appareat nos ex eadem legione missos esse, non ex classe*, in order that his *subscriptio* may serve them *instrumenti causa*. The *subscriptio* reads: *Veterani ex legionibus instrumentum accipere non solent. Attamen sacramento eos a me iussu imperatoris n(o)stri solutos notum fieri praefecto Aegypti desideramus. Sportulam et instrumentum dabo.*

## 3. Mich. lat. VII 442 (II cent. A.D.).

ed. Arangio-Ruiz *Fontes* No 20 vide infra p. 163 f.

A document dealing with a dowry.

## 4. Mich. lat. VII 445 (188 A.D.).

Lit. Arangio-Ruiz, *Chirografi di soldati* 261.

A soldiers chirograph in Roman type.

## 5. Mich. III 161 = Mich. lat. 4301.

ed. A. H. Sanders, *Memoirs of the American Academy in Rome* vol. IX (1931) 81.

Lit. Wilcken, *Arch. f. Pap.* X 278; *Atti Firenze* 110 note; Arangio-Ruiz, *Chir. di sold.* 261.

This is a small fragment of a latin chirograph, whose form corresponds to the chirographs compiled by Bruns, *Fontes*<sup>7</sup> p. 356 ff.

## 6. B.G.U. 316 (359 A.D.).

ed. Arangio-Ruiz l. c. No 315.

Lit. Arangio-Ruiz l. c.

Deed of a sale whereby Flavius Vitalianus, *biarchus vexillationis equitum cataphractoriorum*, purchases a boy named Argutes, *natione Gallum* from Fl. Agemundus for 22 *denarii*. The deed follows Roman principles except the provision concerning the execution on all properties, hypothecated to the creditor.

7. S.B. 7011 — 7012 (VI cent. A.D.).

ed. Schubart, *Wiss. Veröff. d. deutsch-türkischen Denkmalschutzkommission* Heft I, Sinai (1920) 110.

Fragments of hypothecary deeds.

8. P. Nessana, inv. 13.306 (Colt-papyri) (probably 687 A. D.).

ed. Schwabe, *Writ of manumission among papyri of Anja-El-Hafinin Southern Palestine in Magnes Anniversary Book* (1938), Jerusalem, Hebrew University Press.

Lit. Westermann, *Journal of Juristic Papyrology* II 47; Falenciak, *ibidem* 75 ff.

The papyrus concerns a release from *παραρωνή*. While Westermann sees in this papyrus a general service contract, Falenciak understands it as an antichretic *παραρωνή*.

9. P. Nessana Inv. No 14 (689 A.D.).

ed. Kraemer-Lewis, *Divorce Agreement from Southern Palestine (Transact. Am. Philos. Ass. LXIX* (1938) 117 ff.)

Lit. Steinwenter, *Eine Ehescheidung aus dem Jahre 689 A. D. (Sav. Z. LXIII (rom. Abt.) 415 ff)*; Wilcken, *Arch. f. Pap.* XIV 179; A. Christophilopoulos, *Sav. Z. LXV* (1947) 352 ff.

As a contract or agreement of divorce, this papyrus has no exact parallel. It adheres — as the editors say — in some respect to and divagates in other respect from Roman practice and implies not only in language but in form familiarity with Semitic usage. Steinwenter, however, refers this agreement to a *divortium in ecclesia* modelled after the *manumissio in ecclesia*; on Christophilopoulos's opinion see below p. 164.

10. *Ἐντάγια* from the years 674—672 A.D. (Nessana Colt. Exp.).

ed. H. J. Bell, *The Arabic bilingual Entagion (Proceedings of the American Philos. Society vol. LXXXIX No 3* (1945) p. 531—542).

This article contains 7 *entagia*. *Entagion* is there an order for the payment of taxes, the delivery of supplies, or the execution of work, addressed to the people of a village or

other locality and enclosed with the Governor's letter (to the pagarch) in which the service was ordered. The orders of the individual taxpayer were issued by the pagarch.

### III. The Land of Ammon (Birta).

Cair. Zen. I 59.003 = S.B. 6709 (259 B.C.).

Lit. Montevecchi, *Aegyptus* XIX 16 ff; Wilcken, *Arch. f. Pap.* VI 449; Abel. *Rev. Bibl.* XXXIII (1924) 566 — 574; Deissmann, *Byz. Neugr. Jhb.* II (1921) 275; H. Gressman, *Die ammonitischen Tobiaden* (S. B. d. preuss. Ak. 1921 633 ff) (3 Folge); Taubenschlag, *Actes Oxford* 482; Wenger, *Krit. Vjschr.* XX 9.

A contract of sale defined as a real contract like in the ancient city-laws (Tenos, Amorgos, Delphi) whereby Zenon buys a female slave named Στραγίς from a soldier, τῶν Τουβίου ἰππέων κληροῦχος.

### IV. Myra in Lycia.

B.G.U. 913 (206 A.D.).

Lit. Mitteis, *Grundz.* 193; Taubenschlag, *Studi Bonfante* I 396<sup>125</sup>; Arangio-Ruiz, l. c. 428.

A deed of sale whereby Gemella purchases κατὰ [τοὺς περὶ ἄλλοτ]ριώσεων σωμάτων κα[ι] διαστάματα a slave from a certain Simon in a manner which reminds rather local than Roman law.

### V. Side in Pamphylia.

B.G.U. 887 (151 A.D.).

ed. Arangio-Ruiz l. c. No 133.

Lit. Arangio-Ruiz. l. c., Montevecchi, *Aegyptus* XIX 16.

A deed of sale whereby Artemidoros, an Alexandrian, buys from Lucius Julius Protoktetos a female slave for 350 *denarii*. The provisions are so completely Roman *ut* — as Arangio-Ruiz points out—*testationis cuiusdam vel Daciae vel Herculensis Graecam interpretationem prae oculis habere credas*.

### VI. Marmarica-Cyrenaica.

#### 1. P. Marmarica (II cent. A.D.)

ed. M. Norsa e G. Vitelli, *Registri fondiari della Marmarica. Il papiro Vaticano greco II*; *Studi e testi* 53, Città del Vaticano, Biblioteca apostolica Vaticana 1931.

Lit. Wilcken, *Arch. f. Pap.* X 94 ff; La Pira, *Bull. ist. d. dir. rom.* XXXIX (1931) 1 ff; XLI (1933) 103; *Studi Albertoni* I 445 ff; Zulueta, *J. E. A.* XVIII 93; Taubenschlag, *The Law of Gr. Rom. Eg.* I 362<sup>289</sup>; 383<sup>26-29</sup>.

This papyrus contains: a) a land register probably with the aim to establish the *πρόσοδοι* of different properties for transferring them to a higher category of taxes, b) a record of proceedings before the *strategus*, some of them terminated by his *ὑπογραφή*, other ones submitted by him to the prefect.

2. Wess. XX 45 = Führer 259 (237 A.D.).

Lit. Wilcken, *Arch. f. Pap.* VII 102; Taubenschlag, *Law* I 2667.

A deed of deposit of money which in no way differs from analogous deeds in Egypt. Even the famous *ὁ τῶν παραθηκῶν νόμος* is found there.

3. Ross. Georg. III 27 (III cent. A.D.) (cf. Lugd. Bat. II 7 (225 A.D.)).

In this papyrus a *δίπλωμα Ἑλληνικόν* is mentioned which was drawn up in the province Cyrenaica, in Pentapolis.

#### VII. Pompeiopolis in Paphlagonia (Asia Minor).

Mich. Inv. 5474 (207 A.D.) = S.B. 7563.

ed. E. H. Husselmann, *Arch. f. Pap.* XI 110 ff.

Lit. Arangio-Ruiz l. c. 428; Montevicchi, *Aegyptus* XIX 16.

A fragment of a document. The complete document was probably originally a petition, to which was appended the copy of a contract for the sale of a slave.

#### VIII. Avroman in Persian Kurdistan.

1. P. Avroman No 1 (88 B.C.).

Ed. Minns, *Parchments of the Parthian Period from Avroman in Kurdistan* in *Journ. Hell. Stud.* XXXV (1915) 22 ff; P. Meyer, *Jur. Pap.* No 36.

Lit: Mitteis, *Sav. Z.* XXXVI 425 ff; Bell, *J. E. A.* III 135; Taubenschlag, *Das römische Privatrecht z. Zeit Diokletians* 236; Wilcken, *Arch. f. Pap.* VI 369 ff.

A deed of sale of a vineyard inherited by two brothers to a certain Γαθάχης for a price of 40 silver drachmas. It is re-

markable that this vineyard belonged to a rural community whose soil was not yet broken up in separated parcels.

2. P. Avroman No 2 (22 — 21 B. C.).

Ed. Minns l. c.

Lit. Mitteis, *Sav. Z.* XXXVI 428/9; Rostovtzeff-Welles, *Yale Cl. Stud.* II 33, 48; Taubenschlag, *Rec. d. Soc. Jean Bodin* III 62s; Wenger, *Arch. f. Pap.* X 127 ff.

This is a deed of a long-lease of an ἄμπελος ἐν φειλοφύτῳ. The lessee pays rents, secured by a βεβαιωτής and in addition a price of 55 dr.

3. P. Avroman No 3 (in Pahlavi-language) (52/3 A. D.).

ed. H. S. Nyberg, *Le Monde oriental* XVII (1923) 182—209.

Lit. E. H. Minns, *Journ. Hell. Stud.* XXXV (1915) 63—65;

A. Cowley, *Journ. Royal Asiatic Society* (1919) 147—154;

J. M. Unvala, *Bull. School of Orient. Stud. London Inst.* I 4

(1920) 135—144; A. R. Bellinger-C. B. Welles, *Yale Class. Stud.* V 118 ff.

This is a deed of sale whereby Pataspah sells a vineyard to Avil. The only provision the document contains other than the statement of the sale and of the price is the „transfer of ownership” (κυριεία-clause).

IX. Susa (Σελευκία ἡ πρὸς τῷ Εὐλαίῳ).

1. ed: F. Cumont, *C. R. de l'Acad. des Inscr.* 1931 pp 279 ff No 1.

Lit. C. B. Welles, *Sav. Z.* LVI 103<sub>2</sub>.

A deed of manumission, in the form of a protocol from 182 B.C. with the following prescript: Βασιλεύοντος Σελεύκου ἔτους λρ' μ[η]νὸς [ς] Δαισίου ἐν Σελευκίαι [τ]ῆι πρὸς τῷ Εὐλαίῳ.

2. ed. F. Cumont, *Mémoires de la mission archéologique de Perse* XX (1928) p. 84 ff; Koschaker, *Über einige griech. Rechtsurkunden aus den Randgebieten des Hellenismus* (*Abh. phil. hist. kl. d. sächs. Ak. d. Wiss.* XLII (1931) 68 ff).

Lit. Koschaker, *Sav. Z.* LI (1931) 429/30; *Über einige griech. Rechtsurk.* 68 ff.

A deed of manumission from Susa in the form of a sale to God from 175 — 164 B.C.



## X. Dura in Mesopotamia.

1. P. Dura (195 B.C.).<sup>3</sup>

ed. F. Cumont, *Le plus ancien parchemin grec* (*Rev. de Philologie* XLVIII (1924) 98 ff.

Lit. F. Cumont l. c. 98—111.

A fragment of an *αναγραφή* containing a summary of two sales; one of them is a *πρᾶσις ἐπὶ λύσει* and concerns a parcel of land sold [σὺν] ἀκροδρόοις καὶ ἐποικίωι καὶ παραδείσοις; the other a sale beginning with the phrase: ἐπρίατο<sup>4</sup>.

## 2. P. Dura No 5.

ed. Haussoullier, *Une loi grecque inédite sur les successions ab intestat* (*Rev. hist. de droit français et étranger* (1923) 515—553; cf. Cumont, *Fouilles de Doura Europos* (1926) 310).

Lit. Koschaker, *Sav. Z.* XLVI (1926) 297; Maridakis, *Byz. Jhb.* V (1927) 444; Koschaker *Orient Lit. Zeit.* 33 (1930) 165; *Sav. Z.* LI (1931) 427; *Über einige griechische Rechtsurkunden aus den östl. Randgebieten des Hellenismus* (*Abh. phil. hist. kl. d. Sächs. Akad. d. Wiss.* XLII (1931) 1 ff; Pappulias, Συμβολή εἰς τὴν ἱστορίαν τῆς ἐξ ἀδιαθέτου κληρονομικῆς διαδοχῆς, ἐν τῷ Ἑλληνικῷ δικαίῳ, Ἀκαδημία Ἀθηνῶν IV (1929) 418; Wenger, *Arch. f. Pap.* IX (1930) 196; X (1932) 130; Uxkull-Gyllenband, *Gnom. d. Idios Logos* 17/18; my *Law* I 140.

The papyrus contains a law of the legal order of succession on intestacy founded on a system of parentage based on classes. There are some restrictions in the line of the *κατὰ νόμους κληρονόμοι*, in the absence of whom the *fiscus* gets the inheritance.

## 3. P. Dura 40 (86/7 A.D.).

ed. *The Excavations at Dura Europos, Preliminary Report of the Seventh and Eighth Seasons of work* ed. by Rostovtzeff, F. E. Brown and C. B. Welles, (1939) p. 427 ff.

Lit. Taubenschlag, *Journal of Juristic Papyrology* I 117.

This parchment, a *trimartyros syngraphe* is a *διάρσεις* and contains the same provisions and reflects the same legal re-

<sup>3</sup> Cf. P. Dura 2, a fragment of *εἰρόμενα*, see F. Cumont, *Fouilles de Doura-Europos* (1926) 296—304; J. Johnson, *Dura Studies* (1932) pp 35—47; C. B. Welles, *Sav. Z.* LVI (1939) 99<sub>2</sub>.

<sup>4</sup> Cf. my article *Actes Oxford* 482<sub>6</sub>.

quirements as the Greco-Egyptian διαίρεσεις. Like the Egyptian διαίρεσις, it consists of an identification of the contracting parties, a statement of the property to be divided, a list of the portions of each heir drawn by lot, certain conditions applicable to all, and at the end a statement of title and the penalties for breach of contract. The text differs only in matters affected by local practice, as far its form is concerned.

4. P. Dura 21 (87 A. D.).

ed. Welles, *Sav. Z.* LVI (1936), 99 ff.

Lit. Welles, *Münch. Beitr. z. Papyrologie u. antiken Rechtsgeschichte* XIX (1934) 395 ff; idem, *Exc. at Dura Europos, Report of sixth season* (1936), 419—424, Schönbauer, *Arch. f. Pap.* XII 194 ff.

The parchment contains a δόσις τῶν ὑπαρχόντων (κατὰ τὰ περὶ τῶν δόσεων δεδογματισμένα) whereby Nicanor declares that he grants to Timonassa, who is now his mother-in-law all his properties except three slaves, which properties Timonassa had ceded him at one time in connection with a hypothec and ἀνανέωσις.

5. P. Dura 10 (121 A. D.).

ed. Rostovtzeff-Welles, *Comptes rendus Ac. d. inscr.* 1930, p. 158, *Yale Classical Studies* II (1931) 1 ff.

Lit. Rostovtzeff-Welles l. c.; Koschaker, *Abh. Sächs. Ak.* XLII 1 (1931) 65—68; *Sav. Z.* LI (1931) 428 ff; *Chronique d'Egypte* No 13/14 (1932) p. 206; E. Bickermann, *Gnomon* VIII (1932) 572 ff; San-Nicoló, *O. L. Z.* 1931 1015, *Sav. Z.* LII (1932) 460; Wenger, *Arch. f. Pap.* X (1932) p. 133; 289; Schönbauer, *Arch. f. Pap.* X (1932) 185 ff; LIII (1933) 422 ff; Zulueta, *Law Quarterly Review* No 190 (1932) 276 ff; C. B. Welles, *Exc. at Dura Europos, Rep. of sixth season* (1936) 421; Taubenschlag, *Law* I 201.

A contract of loan whereby Phraates loans to Barlaas in the village Paliga 400 drachmas, on the security of his property and instead of interest on the above money, Barlaas staying with Phraates until the time of repayment will perform to him the services of a slave doing everything which is ordered to him (παραμονή). Barlaas has agreed to „renew” (ἀνανέωσις) this contract through the registry office in Eu-

ropos whenever he may receive notice to do so from Phrates under penalty.

6. P. Dura 32 (131 A.D.).

ed. B. C. Welles, *Excav. at Dura Europos, Report of sixth season* p. 425.

Lit. B. C. Welles, *Münch. Beitr. z. Pap. u. ant. Rg.* XIX 396 No 2.

A loan from Lysias to Aththaeus of 100 drachmae on the security of all his property which remains in his possession and instead of the interest on the loan Aththaeus will continue to deliver to Lysias annually twelve and a half jars of wine fresh from the press from the present time until the money is repaid (*antichresis*).

7. P. Dura 13 (134/5 A.D.).

Lit. B. C. Welles, *Münch. Beitr.* I. c. 396 No 3.

Probably a contract of loan.

8. P. Dura 26 (143 A.D.).

Lit. B. C. Welles, *Münch. Beitr.* I. c. 396 No 4.

A loan with a „renewal” clause like that in Dura 10.

9. P. Dura 23 (180 A.D.).

— ed. B. C. Welles, *Münch. Beitr.* XIX p. 381 ff.

Lit. Rabel, *Sav. Z.* LIV (1934) 208 ff. Wilcken, *Arch. f. Pap.* XI (1935) 317; B. C. Welles, *Sav. Z.* LVI (1936) 104; Schönbauer, *Atti Firenze* 454; B. C. Welles, *Exc. at Dura Europos, Report of sixth season* (1936) 429; Schwarz, *Actes Oxford* 439; Taubenschlag *Law I* 248<sup>30</sup>.

A contract of sale drawn in the record office. Two brothers, Lysias and Heliodorus had inherited from their father a vineyard and two slaves; they divided this inheritance by a contract of division and after that Lysias sold to his brother his share of the property, half of the vineyard and one slave, Achabus by name, about twenty years old. The price is described as five hundred drachmae of silver and „all the revenues” what may mean that the seller retained a life-interest in the income from his former share of the vineyard. The sale is called *καταγραφή*.

10. P. Dura No 28 (II A.D.).

Lit. B. C. Welles, *Exc. at Dura-Europos; Report of sixth season*, p. 428.

A sheet of parchment which had formed part of registry roll of εἰρόμενα, summaries of contracts containing a will beginning with the formula common in Greece and in Ptolemaic Egypt εἴ]η μὲν μοὶ ὑγαίνοντι τῶν ἐμαυτοῦ κύριον εἶναι].

11. Dura No 22 (204 A.D.).

ed. B. C. Welles, *Münch. Beitr.* XIX 388 ff.

Lit. B. C. Welles, *Excav. at Dura-Europos, Report of sixth season* 432/3; Wilcken, *Arch. f. Pap.* XI (1935) 317; Taubenschlag, *Law* I 87<sub>51</sub>; Wolff, *Written and unwritten marriages* 49 ff.

A contract of divorce, between inhabitants of the village Ossa who had been living together in an „unwritten marriage” and who declare before three private witnesses that they were dissatisfied with the union and were agreed to separate, each having the right to remarry and each being released by the other from any property claims based on their life together. In the midst of the release stands a Roman *stipulatio* (cf. my *Law* I 299).

12. Dura No 101 (227 A.D.).

ed. C. B. Welles, *Arch. d. droit oriental* I (1937) 261; M. J. Rostovtzeff, F. E. Brown, B. C. Welles, *Preliminary Report of the seventh and eight seas.* p. 433; Arangio-Ruiz. l. c. No 138.

Lit. Welles l. c; Wilcken, *Arch. f. Pap.* XIII 151.

A deed of sale in Greek form whereby Julius Demetrius, a veteran of the cohort of Thracians has bought from Otarneus a parcel of wine-land at a price of 175 denarii of silver, The contract ends with the Roman *stipulatio*.

13. P. Dura No 74 (232 A.D.).

ed. C. B. Welles, *Exc. at Dura-Europos; Report of sixth season* p. 433/4.

Lit. C. B. Welles, *Münch. Beitr.* XIX 398.

The papyrus contains a contract of marriage between a soldier Aurelius Alexander of the *Cohors Duodecima...* and a soldier's widow Aurelia Marcellina. It may be noted that Marcellina gives herself (παραδεδωκέναί ἐαυτήν) out of widowhood to marriage union with Alexander. (cf. my *Law* I 105<sub>38</sub>). The text continues with a list of dower articles and concludes with clauses almost entirely lost.

## 14. Military D. P. 5 and 6 (235 A.D.).

Lit. M. Rostowzew, *Münch. Beitr.* XIX 372; *Prelim. Report of the fifth season* 298 ff; Wilcken, *Arch. f. Pap.* XI 315 ff.

Two sentences (*sententiae*, ἀποφάσεις) of the *tribunus Laronius Secundianus* with his subscriptions, concerning two different cases. The sentences belonged probably to a *liber* or *libellus sententiarum tribuni*.

## 15. Dura No 20 (243 A.D.).

ed. Charles C. Torrey, *A Syriac Parchment from Edessa of the year 243 A.D.* in *Zeitschrift für Semitistik u. verwandte Gebiete* X (1935) 33—45 cf. also Carl Brockelmann *ibid.* 163; Alfred R. Bellinger-C. B. Welles, *A third century contract of sale from Edessa in Osrhoene* (*Yale Class. Stud.* V (1935) 95 ff),

Lit. A. R. Bellinger-C. B. Welles l. c.; C. B. Welles, *Münch. Beitr.* XIX p. 397 No 8; *Exc. at Dura-Europos, Report of sixth season* p. 435; Arangio-Ruiz. l. c. 433.

This is a complete slave sale contract written in Syriac and drawn in Edessa in Osrhoene whereby Marcia Aurelia sells to the purchaser L. Aurelius Tiro a female slave named Amath-Sin who is described as a captive. The contract though in Syriac has a Greek form, the objective homology and the clauses are partially modelled after the Roman *edictum aedilium curulium*.

## 16. P. Dura No 73 (251 A.D.).

ed. C. B. Welles, *Exc. at Dura-Europos, Report of sixth season* p. 436.

Lit. C. B. Welles, *Münch. Beitr.* XIX p. 398 No 11.

An agreement of *depositum irregulare* whereby Gaia declares to have received in παρακαθήκη 100 *denarii* from another woman. It contains the customary provisions for Gaia's guarding the money and returning it on demand.

## 17. P. Dura No 90 (254 A.D.).

Lit. C. B. Welles, *Exc. at Dura-Europos, Report of sixth season* 439; *Münch. Beitr.* XIX 399.

If the reading καὶ ἀπηλλαγῆναι τῆς πρὸς [ἀ]λλήλων [χο]νοβιωσεως is right, it would seem to mark the contract definitely as a divorce.

## 18. P. Dura No 88 (III cent. A.D.).

Lit. C. B. Welles, *Exc. at Dura-Europos, Report of sixth season*, p. 438.

Two fragments of a contract of sale; the upper one contains part of the penalty clause, the lower fragment contains the signature of the seller and of three witnesses.

*Raphael Taubenschlag*

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