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"Der neubabylonische Lehrvertrag in rechtsvergleichender Betrachtung", M. San-Nicoló, "S. B. d. Barr. Ak. d. Wiss. phil.-hist. Kl.", 1950, H. 3 : [recenzja]

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limit the previous owner of the goods sold is authorized to re-acquire them by paying the auction-price to the purchaser (ἐπίλυσις). The author discusses the single stages and states that no dispute about former ownership or about correct observation of auction rules was admitted. Ownership acquired by auction is safe and definitive. The Ptolemaic auction clause emphasizes the royal guarantee; it states that the purchaser's ownership is incontestable. At last the author deals with the question whether the purchaser has to pay a fee for this guarantee.

M. SAN-NICOLÒ, *Der Neubabylonische Lehrvertrag in rechtsvergleichender Betrachtung* (S. B. d. Bayr. Ak. d. Wiss. phil.-hist. Kl. Jhg. 1950 Heft 3).

This study deserves a special attention of the papyrologists because — to a great extent — it takes papyri into consideration. The author deals one by one with the clauses of the new-Babylonian contract of apprenticeship and underlines its analogies and its differences with the διδασκαλική (sc. συγγραφή) of the Greek papyri.

While in the papyri we see as well free apprentices and slaves, we find in the new-Babylonian contracts (with a single exception) only slaves. They are given into apprenticeship by their owners. Another difference consists in that that the new-Babylonian contracts concern only males. This is not the case in the Greco-Egyptian contracts. The typical formula of the new-Babylonian contract of apprenticeship is: *the apprentice is given over to the master of the handicraft to learn weaving business, bakers-trade or other handicraft*. This wording corresponds exactly to the πρὸς μάθησιν τῆς γερδιακῆς (or of another) τέχνης ἐγδεδόσθαι of the papyri. In contrast to the variety and minuteness of the provisions of the διδασκαλικαί of the papyri, the contents of the new-Babylonian contracts of apprenticeship are essentially restricted. Their chief topic is the obligation of the master to educate perfectly the apprentice. This is also the purpose of the transaction. Should the master of the handicraft not fulfil this obligation, he was obliged to pay to the owner of the apprentice a lump for the daily earnings of the apprentice for the time he has spent with the master of the handicraft (*mandattu*).

A contractual fine is provided for in one document only. In the papyri — on the contrary — such a provision appears as a rule. The obligation to feed and to clothe the apprentice is born by his

owner. We meet in the new-Babylonian contracts with analogies with the provisions of the papyri stipulating a contractual fine and a fiscal mult in case of ἀποσπᾶν before the termination of the apprenticeship contract. The author deals *in fine* with the legal character of the new-Babylonian contracts.

E. SEIDL, *Das Erlöschen der Obligation im ptolemäischen Recht* (*Studi Solazzi* Naples 1949).

Not seen.

E. SCHLECHTER, *Le contrat de société en Babylonie, en Grèce et à Rome* (préface de M. Georges Boyer, professeur à la Faculté de Droit de l'Université de Toulouse, Libraire du Recueil Sirey, 1947).

In this work the author deals with the *societas* in Greece. The whole problems is treated in eight chapters and each of them makes use of the papyri and the papyrological literature cf. pp. 99, 115, 117, 118, 119, 120, 126, 127, 128, 129, 130, 135, 136, 137, 139, 145, 147.

T. REEKMANS, *Economic and Social Repercussions of the Ptolemaic Copper-Inflation* (*Chronique d'Égypte* No. 48 (1949) 324—342).

This article, although not of legal character, brings interesting remarks on loans, τόκοι and ἡμιολία (p. 327); on extortion (p. 331—2); on compulsory leases (p. 335). Interesting are also the statements on p. 341/2, on Ἕλλητες which during the 3rd cent. B.C. no longer mean *Greeks* but simply *rich*; there are now many Egyptians among the Hellenes; the λαοί are no longer the *poor* inland-population but the *poor working class* in which many Greeks are included now.

#### PROCEDURE AND EXECUTION

E. BERNEKER, *Die juristischen Berufe in Vergangenheit und Gegenwart* (1948) (Verlag Kirchheim u. Co, Mainz-Rhein).

This is a highly interesting collection of public lectures organized by Berneker. It deserves to be mentioned because it gives p. 106 details referring to Egypt, especially considerations about the role played by the lawyers in Hellenistic Law.

ZAKI ALY, *The Judicial System at Work in Ptolemaic Egypt* (Extrait du *Bull. de la Soc. Royale d'Archéologie d'Alexandrie* No. 36, Alexandrie 1945).

In this essay the author deals with the Laocritae. In order to investigate fully the origin of the Laocritae which was generally