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property (property and possession), on the law of obligations (oaths, conventional penalties, absolute and relative rights, guaranties against legal and real defects, sale on delivery, lease and hiring of livestock with ἀθήνατος-clause, lien, suretyship, partnership, *colonia partiaria*), on the law governing domestic relations (matriarchate, consummation of marriage, question of matrimonial regime, the right of use and the dispositive power of the husband, divorce, adoption) and on the law of inheritance. Worth of particular notice is § 14 treating of the relation of the Egyptian law to the law of the ancient Near-East.

J. J. Rabinowitz, *Jewish Law — its Influence on the Development of Legal Institutions* (Bloch Publ., New York 1956) 386 pp.

This very interesting book deals with the question of the influence of Jewish Law on the development of ancient law and of the law of the Middle-Ages. As far as ancient law is concerned, the author draws heavily upon the Bible, the Aramaic papyri of the 5th century B.C. and the Talmud. As papyrologists we will restrict our review to the influence of these three factors on the Greco-Egyptian and Byzantine laws.

As the author p. xi points out, the oldest extant papyrus written in the Greek language (P. Eleph. 1) dated 311/10 B.C., classified as a "purely Greek" form of marriage contract, contains a provision to the effect that the husband shall not marry another woman or have children by another woman. None of the papyrologists has seemed to know that an Aramaic papyrus (Cowley 15), also from Elephantine, of the year 440 B.C., contains precisely the same provision, which of course casts considerable doubts upon the purely Greek character of P. Eleph. 1.

In P. Petr. I, 16 (1) a fragmentary papyrus representing a will from Crocodilopolis dated 237 B.C., in which the testator apparently manumits his slave, there is a provision for a *paramoné* of the manumitted slave during the lifetime of the testator. This makes it strikingly similar to Brooklyn 5, in which the manumission is also to take effect after the manumitter's death and in which there is also a provision for *paramoné* (cf. p. 32/33 note 27).

On p. 39 (chapter V) the author shows a remarkable similarity between certain clauses occurring in some demotic marriage contracts of the late Ptolemaic period, especially a demotic marriage

contract of the year 176 B.C., and post-Biblical Jewish sources. In this contract there are several clauses which correspond to the Jewish *ketubah* (marriage settlement). In the first place the amount of 50 pieces of silver corresponds to the amount of 200 zuz = 50 shekel prescribed in Mishnah, *Ketubot* 1,2 as the marriage settlement for a virgin. Secondly the husband's obligation to furnish food and clothing to the wife has an exact counterpart in Talmudic sources, where it is said to be based on Exod. 21, 10. Thirdly the clause in which the husband pledges all his property for the wife's endowment has a close parallel in the Talmud.

Some marriage contracts from Egypt written in Greek contain the provision to the effect (p. 43) that it shall not be lawful for the husband to marry another wife or to have children by another woman. In the author's opinion the origin of this provision is furnished by the Aramaic papyri stemming from the Jewish military colony in Elephantine. Two of these papyri, representing marriage contracts, dated 441 and 420 B.C., contain a provision which is almost identical with that of the Greco-Egyptian marriage contracts. Another provision in the Greco-Egyptian marriage contract bears as it also determines the husband's responsibility for supplying the proper necessaries to the wife (cf. p. 46/7).

The Greco-Egyptian papyri know the s.c. *clausula salvatoria*, a provision applied in case of a breach of the terms of an agreement by its maker. He shall to pay a certain amount of money as a penalty and nevertheless be bound to abide by the terms of the agreement (p. 49 ff.). The author asserts that certain linguistic characteristics of this clause — together with some other evidence — point to the Aramaic papyri as the ultimate source of this clause.

On p. 52 ff. the author shows a close parallel in the Greco-Egyptian papyri of the Ptolemaic period referring to unlawful expulsion of the wife by the husband to Brooklyn 7, 30—32 and Cowley 15, 29—31: on p. 56 — a close parallel of Eleph. 1, 4—5 concerning cohabitation, to Brooklyn 7, 37—38 and Eleph. 1, 6—7 referring to misconduct on the part of the wife, to Brooklyn 7, 33—34.

On p. 61 the author asserts that the *συγγραφή ὁμολογίας* (cf. my *Law*² 113) and the *συγγραφή συνοικεσίου* correspond to the document of betrothal and the document of marriage in Jewish law, and that in Par. 13 (157 B.C.) the year from the time the *συγγραφή ὁμολογίας* was drawn up till the *συγγραφή συνοικεσίου* would be drawn up, finds its explanation in Mishna-Ketuboth (5, 2) where

this period is required by the bride for the preparations of a dowry and a trousseau. This is insofar incorrect, as in Ptolemaic law the συγγραφή ὁμολογίας is not a document of betrothal (cf. my *Law*² 113) but a document by which all financial questions, especially the question of φερνή, were settled, and which in Par. 13 had been set up when the couple started their married life. The period of one year must be therefore explained in another way.

Eleph. 2 (284 B.C.) is an agreement between husband and wife concerning the rights of succession to their property after the death of either of them. The author points out that similar clauses are contained in Brooklyn 2, 10—13 (449 B.C.). Incidentally, he considers it as not unlikely that the matrimonial regime in this papyrus and in the Greco-Egyptian marriage contract, concerning the community of goods, is ultimately traceable to the Aramaic papyri (cf. p. 62—64).

On p. 65 the author asserts that in the group of the papyri from Alexandria of the time of Augustus there are seven marriage contracts (BGU 1050—1052, 1096, 1101) in which the provisions follow rather closely those of Brooklyn 7 and of the Jewish marriage documents of a later day. As far as the double documentation of marriage in Alexandria is concerned, (cf. my *Law*² 115) especially, the drawing up of a second document before a board of priests may be explained in terms of Jewish law and custom (p. 66 ff.).

On p. 69 the author shows that the notary who drew up BGU 1127 (19 B.C.) or the form from which he copied, followed a model which at least with respect to one clause goes back to the Aramaic papyri. This is the clause in l. 20: "And Apollonios (the seller) shall not be allowed to say 'I have not received'". Another characteristic feature of this papyrus, which has a parallel in a Jewish source, is the provision (lin. 28—38) that in case the seller would not accept the balance of the price within the time specified in the agreement, the purchaser may deposit the money in an authorized bank to the seller's account and have the property transferred to himself through the registry office. A procedure, similar in conception and design to this provision, is reported in the Mishnah in the name of Hillel the Elder (p. 71; cf. also BGU 1158, 9 B.C.).

On p. 373 (addendum) the author shows that the form of general release in the papyri from Alexandria is parallel to the Aramaic one which served as its model.

On p. 74 he discusses the problem of national origin of the Persians of the Epigone and of their legal status in Egypt, and analyzes the documents in which the designation Persian of the Epigone occurs and their characteristic features. He shows that all of these features have striking parallels either in the Aramaic papyri or in Jewish legal practice of a later day. This concerns: the s.c. ἀγωγήμος-clause, the s.c. πίστις-clause, the clause that the obligation is to be discharged ἄνευ δίκης καὶ κρίσεως, the clause that the obligation is to be discharged ἄνευ πάσης ὑπερθέσεως.

The Greco-Egyptian law knew an ἄγραφος γάμος (cf. my *Law*² 115/6), which in my opinion seems to be a new term for the Egyptian marriage by simple consent and cohabitation. In the author's opinion, however, ἄγραφος γάμος in Egypt (p. 88) was in the 1st and 2nd centuries A.D. an institution peculiar to the Persians of the Epigone and a similar institution is found among the Jews in Palestine during the same period. The problem is too complicated to be discussed here. I can only say that ἄγραφος γάμος occurs also among persons who are not Πέρσαι τῆς ἐπιγονῆς, as for instance among Alexandrian citizens (PSI 1223, 131 A.D.; PSI 1224, 156/7 A.D.) and Greco-Egyptians in the χώρα (Mich. 322 a. A.D.46 ; cf. my *Law*² 115⁴⁷).

The papyri from Gebelen contain a large number of deeds of sale, dated between 140 and 88 B.C., in the form: A has sold — B has purchased. The author shows that the oldest papyrus in the Brooklyn collection, No. 1 (451 B.C.), represents such a deed. He shows further that some clauses in the demotic marriage documents from Gebelen (p. 97) and the demotic deed of gift (Ryl. dem. 17) copied a Jewish model. Finally he states that the group of papyri, mostly stemming from Gebelen, which represent renunciations of rights to property as well as renunciations of personal rights show a similarity with the corresponding Aramaic papyri.

On p. 100 the author shows the similarity between the phraseology in some demotic documents and the Biblical usage, and the similarity between some clauses in demotic deeds of loan and the Aramaic ones; finally he discusses some problems of the relationship between the Jewish marriage document and its demotic counterpart of the Ptolemaic period.

Noteworthy are the author's remarks (p. 107) on the στυρίωσις in Tor. 1, IV, 17 ff. (116 B.C.) which he considers as a procedure by which the genuineness of documents was established and wit-

hout which the documents were inadmissible in evidence, corresponding to the Talmudic confirmation of documents. The companion rule to that about *styriosis* — the one about false documents — also has an exact parallel in the Talmud. Under Talmudic law a false document was to be torn up by the court.

In a large number of Greco-Egyptian papyri, beginning with P. Eleph. 1 (311 B.C.) there occurs a closing formula ἡ συγγραφή κύρια ἔστω, what corresponds to the closing formula of Brooklyn 10 and to which the Greek formula is probably traceable (cf. p. 119). The same holds good for the execution clause in the Greco-Egyptian papyri. The gist of the clause is that the creditor is authorized, in case of default by the debtor, to take pledges from all the debtor's property without resort to legal action. Another execution clause which occurs in the Greco-Egyptian papyri of the early Ptolemaic period, that "execution shall be as for debts to the king" (πράξις ὡς πρὸς βασιλικά) is to be found in an Aramaic papyrus from 515 B.C. The Greco-Egyptian deeds of conveyance from about the end of the 1st century B.C. onward, contain a clause called by papyrologists the *kyrieia*-clause. In this clause the grantor authorizes the grantee to take possession and be owner (κρατεῖν καὶ κυριεύειν) of the property conveyed "from now" for all time. The clause shows a similarity with the corresponding clause of the Brooklyn Aramaic papyri (cf. p. 126). In this connection the author discusses the problem of the purpose and significance of the "deed for silver" and the "deed of renunciation" (p. 140).

On p. 165 the author asserts that the Greek legal document of the late Byzantine period in all its essential features is an almost exact counterpart of Hebrew legal document, as found in the Talmud and in the Middle Ages. This assertion is illustrated by the Byzantine deed of conveyance, by the Byzantine clause wherein the obliger pledges all his property, present and future, for the performance of his obligation (general hypothec) and by the Byzantine marriage documents.

I listed all the similarities between Greco-Egyptian and Jewish laws discussed by the author, and my impression is that as far as the similarity of legal formulas is concerned the assertion that these formulas are copied from Jewish law is correct. As to the similarity between Greco-Egyptian and Jewish legal institutions, I have frequently expressed my doubts, whether the former are copied from the latter. Generally I am pleased to acknowledge

that Rabinowitz's book is a good piece of work which will certainly inspire further investigations.

C. B. Welles, *The Hellenistic Orient* (repr. from *The Idea of History in the Ancient Near East*, Yale University Press, New Haven 1955, 135—167).

This masterful essay comprises, beside the introduction, 8 chapters of the following contents: 1. The early period, 2. Greek Histrography, 3. The search of peace, 4. The Egyptian solution, 5. The new cities, 6. Energy and decline, 7. The Roman blight, 8. The new mentality. Chapter IV is for the papyrologists the most interesting.

J. J. Rabinowitz, *Studies in Legal History*. Jerusalem 1958. 40 pp.

These studies are divided into five chapters. The first chapter deals with the parallelisms between the Demotic papyri of the Ptolemaic period and the Aramaic papyri, the Bible, and the post-Biblical Jewish sources. The second — with the dispositions in contemplation of death in the Aramaic papyri and their influence on the style of dispositions in contemplation of death in the Greco-Egyptian papyri. The third — with P. Lond. 1727 and the Talmudic sources. The fourth — with Coptic legal documents and Jewish sources; and the fifth chapter with the equation: כרת ברית = *foedus ferire* = ὄρκια τάμνειν.

E. Kiessling, *Der Hellenismus in der deutschen Forschung 1938-1948* (Wiesbaden 1956) 171 pp.

This collective bibliographical work edited by Kiessling deals also with the papyri (E. Kiessling, *Papyrusurkunden* pp. 10—15) and the Greco-Roman law (E. Seidl, *Recht* p. 93—102).

J. Irmischer, *Praktische Einführung in das Studium der Altertumswissenschaft* (Berlin 1954) 141 pp.

This practical introduction concerns also papyrology (p. 90) but only to a very limited extent.