

Taubenschlag, Rafał

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SURVEY OF THE POPYRI CHIEFLY FROM 1955 TILL 1957

ARAMAIC POPYRI

The Brooklyn Museum Aramaic Papyri: New Documents of the Fifth Century B.C. from the Jewish Colony at Elephantine. Edited with a historical introduction by E. G. Kraeling (1953) 319 pp. + XXIII pls.

These rare papyri of the V cent. B.C., presenting a collection which is unique in the western world, are published here for the first time. They are all legal documents. When the Persians took over the Neo-Babylonian realm in 539 B.C. they permitted its laws, manners and customs to continue. The bureaucracy sent by the Persians into the new provinces such as Egypt (in 523 B.C.) was composed of men who were used to the Babylonian way of doing things. It is therefore not surprising to find the people of Elephantine producing legal and business documents in which the Babylonian influence is obvious. But in this survey we stress also the influence of Egyptian law and the analogies with the papyri of the later epoch.

In No. 1 (451 B.C.; p. 56, cf. E. Volterra, *IVRA* 6 [1955] 351 ff.) Mika b. [Agur ?] cedes to Anani b. 'Azariah, the servitor of Yahu, a property described by the Egyptian (?) word *hjr*. Apparently Anani had brought suit against Mika and had succeeded in establishing his right to this property. Mika gives assurance that he will not bring a return suit in the matter of this *hîrâ* and concedes the obligation to pay a penalty of 5 karsh if he violates this pledge. He will also protect Anani against a suit by any of his own relatives, *singling of brother or sister for chief mention*. As to the obligation, assumed by Mika in this document, not to bring suit in the future before any court or official, it reflects the procedure having been in use in the colony, see Volterra, *l.c.* 352.

No. 2 (p. 53; 449 B.C.) shows Ananiah b. 'Azariah, the servitor of the god Yahu in Yeb, marrying Tamut, the handmaiden of Meshullam b. Zakkur. Tamut is allowed to take her son, Palti, with

her. Meshullam agrees not to reclaim the child, though with the reservation that if he should change his mind he will pay an indemnity. The wife has, moreover, the right to initiate divorce proceedings. In spite of her marriage to a free man, she is still bound to her owner Meshullam. The right of divorcing accorded to the woman is, in the opinion of Volterra (p. 354), due to Egyptian influence.

In No. 3 (437 B.C., p. 59; cf. Volterra, *l.c.* 356) Bagazusht and Ubil, his wife, sell their house in Yeb to Anani b. 'Azariah, the servitor of the god Yahu. The document is "a document of removal", evidently made out when the old owner relinquished actual possession, and also a receipt for the price paid — one karsh, four shekels. An exact description of the location of the property is given. The owner is guaranteed possession and protected against future suits, except such as might be brought by the person from whom the vendor had originally bought the house. Similar is the sale in No. 12 (402 B.C.) of the very same house of Anani and his wife to their son-in-law Anani b. Haggai. They gave him the original deed received from Bagazusht and Ubil. The purchaser has full liberty to dispose of the house and is protected against eventual suit by a fine of twenty karsh imposed on the suing person. The terminology applied in this document resembles in part that of Egyptian documents but also, in various aspects the Babylonian deeds (cf. Volterra, *l.c.* 356). A typical Egyptian phrase: "our heart is satisfied" occurs in connection with the receipt. They then describe the location of the house by what we would call the four points of the compass. The boundaries are the neighbouring properties, the temple of Yahu. The Egyptians regarded the final act in the transfer of property bought and paid for as one in which the previous owner „removes himself" from it. In the document Bagazusht and Ubil affirm that they have sold and handed over their property and that they henceforth are "removed" from it for ever. Here the Semitic idiom substitutes the above mentioned Egyptian terminology. The emphasis is not on taking possession but on giving possession. Some papyri even bear an Aramaic rendering of the Egyptian legal term: „document of removal". It speaks volumes of the persistence of the local custom, no matter what conquering caste reigned over the land. The same usage has persisted in the Greek papyri. The Egyptian idiom is merely translated once more into another tongue.

No. 4 (434 B.C.) is a *donatio* (gift) of a man to his wife, with the provision that their children, are to inherit from her, as they are also to inherit from his own share (cf. Volterra, *l.c.* 359). A penalty against any counter-action is provided.

No. 5 (426 B.C.) is an emancipation of a female slave under the arrangement well known from the Greek world as *παραμονή*. The bondservants are freed but must continue to serve the owner and his son during their lifetime. Highly significant is the statement that they are to be freed 'to the gods'. It is not clear, however, whether this is an inherent part of a regular ritual of liberation, or whether it applies only when an action of others to invalidate the document is started (cf. Volterra p. 355; also the ed. p. 83 ff.).

No. 6 (420 B.C.) is a gift of a father to his daughter. The father gives her a house adjoining that in which he himself lives. This apparently takes place some months before her marriage (cf. p. 59; Volterra, *l.c.* 359).

No. 7 (420 B.C.) is a marriage contract. A unique feature of this contract is that the bridal gift is paid by the groom not to the bride's father (or step-father) but to her brother, the son of her former owner. Evidently the latter was now dead, but the bride and her mother were still under obligation to his son (cf. p. 53).

The groom is Ananiah, son of Haggai; he has asked the bride in marriage from her "brother". (Is that a trace of fratriarchate? cf. Volterra, *l.c.* 358).

The document stipulates what is to happen in the event of divorce. The agreement thereupon (l. 28) takes up the contingency of the death of the husband. In l. 30 the contingency of the husband ejecting the wife from his house and possessions is brought up instead. A highly interesting point is raised l. 33. The wife is prohibited from having extramarital intercourse after being ejected from Ananiah's house. Her violation of this prohibition means divorce.

The man is prohibited from taking any other woman in marriage. The consequence of a violation of this was also divorce. In the following lines (38—39) the husband is forbidden to join with one or two of the wives of his colleagues when in taking legal action against his own wife, and the wife is denied similar cooperation with one or two men against her own husband (cf. Volterra, *l.c.* 359).

No. 8 (416 B.C.): A master gives a slave-boy for adoption. The adoptive father has to pledge that the slave boy will not be reduced to slave status again, but that he will treat him as a son. That evidently also involves inheritance rights and suggests that the adoptive father had no son of his own (cf. Volterra, *l.c.* 357).

No. 9 (404—358) is a *donatio*: a gift of a father to his daughter. The gift is to become entirely valid at the father's death and the reason for it is stated: she is taking care (or going to take care?) of her father in his old age (cf. my article *RIDA* 3 sér. III [1956] 173 ff.; Volterra, *l.c.* 359).

No. 10 (402 B.C.) is a *donatio* of a house to the daughter of the donor. The *donatio* is ἀναφάρετος. No other children or relatives should be able to start suit or bring complaint before prefect or lord in order to deprive her of it both in his lifetime and after his death (cf. Volterra, *l.c.* 359).

No. 11 (402 B.C.) is a loan: a loan of grain rather than of money. It is repayable in twofold quantity in twenty days and a fine of one karsh of refined silver is imposed for failure to return it. In the event of the debtor's death, the debt is to be paid by his children or heirs or is collectible from his estate. If the loan is not repaid, everything of the debtor's in the house belonging to his children can be taken to satisfy the creditor (cf. Volterra, *l.c.* 359).

No. 12 (402 B.C.) is a contract of sale with a penal clause (cf. Volterra, *l.c.* 360). No. 13 (402 B.C.) is a letter reporting a significant political change that has then occurred, while at the same time it refers to business matters. No. 14 (undated) is a fragment of a marriage contract; No. 15 — a fragment of a donation for the wife. No. 16 and No. 17 are fragments of documents.

GREEK PAPYRI FROM THE PTOLEMAIC PERIOD

V. A. Tcherikover — A. Fuks, *Corpus Papyrorum Judaicarum*, vol. I (The Magnes Press, Hebrew University — Harvard University Press Cambridge, Mass. 1957) pp. 294.

The *Corpus Papyrorum Judaicarum* is the first attempt to collect all papyri and ostraca from Egypt that concern Jews or Judaism. Its primary object is to establish the correct texts of all the documents included in it. The second object is to furnish