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"Die koptische Stipulationsklausel", W. Till, "Orientalia", 19, 1950 : [recenzja]

The Journal of Juristic Papyrology 7-8, 386-387

1953-1954

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Tekst jest udostępniony do wykorzystania w ramach dozwolonego użytku.

In this dissertation the author analyses two contracts of self-sale, one from the years 663—609 B.C., the second from the years 569—525 B.C., written in the Demotic language. The comparison of these contracts with the contract of self-sale in PSI 549 is very instructive (cf. my *Law*, I, 52).

FRANCESCO DE ROBERTIS, *Receptum nautarum (Studio sulla responsabilità dell'armatore in diritto romano, con riferimento alla disciplina particolare concernente il caupo e lo stabularius)*, Università di Bari, *Annali della Facoltà di Giurisprudenza*, 1952.

In this dissertation the author touches also upon the Greco-Egyptian law (cf. my *Law*, I, 287). According to his opinion the responsibility of the *nautae* was limited in the Greco-Egyptian law only to the ἐπιμέλεια, if *nauta* did not take expressly the responsibility for *periculum*.

MARIO TALAMANCA, *L'arra della compravendita in diritto greco e in diritto romano*, Milano 1953.

This dissertation brings no news as far the conception of *pactum arrale* and the material compiled by the author are concerned. What is new is only the incredible arrogance which the author, a beginner, shows in his, as a rule, entirely unfounded polemics against other authors.

S. SOLAZZI, *La definizione dell'armatore in Dig. 14, I, I, 15 e la locazione perpetua della nave (Rivista del diritto alla navigazione, 9—14 [1943—1948])*.

This dissertation deserves attention because it contains a brilliant exposition of the P. Lond. III, p. 154, No 1164 h, B.G.U. 1157 and Oxy. XVII, 2213 (cf. my *Law*, I, 204).

S. v. BOLLA, *Pacht* (R.E. 18, 4).

This survey showing profound knowledge of the matter deals also with leases of land, leases of taxes, subleases and *colonia partiararia*.

W. TILL, *Die koptische Stipulationsklausel* (*Orientalia* 19, [1950], 81—87).

The author suggests, that in the Coptic documents two different clauses of stipulation occur: the older one corresponds to the By-

zantine ἐπερωτηθεὶς ὁμολόγησα and the later which first appeared in the 8th century and in which is used the conjunctive mood: "When we shall be asked, we shall to acknowledge to that". In this form the classical meaning of *stipulatio* becomes completely lost. The *stipulatio* reduced to such a formula, was drawn up throughout the centuries in notarial practice and finally began to have an entirely different meaning.

Klaus Weiser, *Das Hypomnema in der Prinzipatszeit*, 1952.

This is the till now unpublished Erlangen Dissertation of which informs Seidl in the 11 Bericht, p. 358 ff. The author examines the so called lease-offer in the form of a hypomnema. If it were right to assume that more than a hundred papyri from the times of the principate which usually the author defines as "offers" should be regarded as really "binding offers", we should make use of them for the complement of the Digests. But as it is well known, already Mitteis was here indeed sceptical and explained these "offers", by a comparison with the classical Roman *pollicitatio* because the form of hypomnema is derived from the petitions to the authorities and the landowners in Egypt often acted in this capacity in relation to small tenants. Thereto comes Wolff's theory, that the lease in Egypt was sooner a real than a consensual contract. The author attempts at a fundamental exposition of the papyri against recent literature on the subject. Concerning *pollicitatio* he rejects the opinions of Mitteis and Wolff while he himself declares, that the lease-offers are indeed "binding" the lessors as well. Therewith he admits the consensual character of lease-contracts and recognizes the penetration of Roman juristic conceptions into the provincial law.

R. Taubenschlag, *Die actio de pastu, de pauperie und de arboribus caesis im Rechte der Papyri* (Archiv Orientalní, vol. XX, No. 3—4 = Diatribae Lexa, p. 65—68).

In the papyri there are numerous legal remedial measures concerning the protection of the landowner: the δίκη βλάβης, the δίκη καρπού, the action against the infringement of boundaries and the actions analogous to the Roman *actiones de pastu, de pauperie* and *de arboribus caesis*. To the requirements of the *actio de pastu* belong: ἐπαφιέναι = to let the cow loose and καταβόσκειν, κατανέμειν = grazing. The action aims apparently at the compensation of