

# Taubenschlag, Rafał

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"Zur Geschichte der diligentia quam suis", H. J. Wolff, "Iura", VI, 1955 :  
[recenzja]

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Tekst jest udostępniony do wykorzystania w ramach dozwolonego użytku.

inst them the author gives his own explanation relying on the texts on the subject. Accordingly γῆ ἐν ἀφέσει means the land, the revenues of which are to be released by the royal government and the cultivation of which is controlled by the state. The land revenues were released if after having delivered the harvested corn quantity to the village trashingfloor, the relative taxes by keeping of a certain quantity of the delivered corn were paid off.

M. Kaser, *Wesen und Wirkungen der Detention in den antiken Rechten* (estr. dagli *Atti del III Congresso di Diritto comparativo* I 1953).

Part IV of this study is dedicated to the Greek and the Greco-Egyptian law. The author comes to the conclusion that in the Greek sphere a terminological differentiation of between the *detentio* and the legally protected *possessio* was evidently missing. The words ἔχειν and κατέχειν are used not only for every actual power but also for the property in the Greek meaning of the word. The difference between νομή meaning *possessio* and κατοχή meaning *detentio* is first to be found under the influence of the Roman sources in the Byzantine period and even then it is not observed consistently (cf. my *Law*<sup>2</sup> 174).

Germaine Rouillard, *La vie rurale dans l'Empire byzantine* (Collège de France, Fondation Schlunberger pour le byzantinisme Paris 1953).

not seen.

R. Taubenschlag, *Rechtsverhältnisse an der Grenzmauer im Rechte der Papyri* (estr. dagli *Studi in onore di U.E. Paoli* [1955] 683—684) cf. *Law*<sup>2</sup> 242 ff.

#### Obligations

J. Modrzejewski, *Additional Provisions in Private Legal Acts in Greco-Roman Egypt* (*JJP* VII—VIII [1954] 211—229).

H. J. Wolff, *Zur Geschichte der diligentia quam suis* (*Iura* VI [1955] 152 ff.).

In this study the author deals with Mert. 24 (200 A.D.) where in a private letter the *diligentia quam suis* is mentioned not as we

are accustomed to — in the sense of a decreased diligence but rather in the sense of an increased one. This idea comes not from a jurist but it represents the common opinion. The author tries to explain how the Roman law developed an idea quite opposite to the latter.

L. Gernet, *Sur l'obligation contractuelle dans la vente hellénique* (*AHDO + RIDA* II [1953] 229—247).

This article is also worth consideration of the papyrologists because of its often referring to the papyri (cf. p. 235<sub>17</sub>, 244—5, 246 ff.).

The same holds good of:

J. Demeyre, *Le contrat de vente en droit grec classique: les obligations des parties* (*AHDO + RIDA* II [1953] 197—228).

cf. p. 209 or 221<sub>98</sub> on βασιλικὸν κώλυμα.

and:

H. Petschow, *Der Surrogationsgedanke im naubabylonischen Recht* (*RIDA*, III Serie, vol. I [1954] 125—171).

cf. p. 127<sub>5</sub>, 128, 141, 150 151, 155.

F. Pringsheim, *Gegen die Annahme von „Vorstufen“ des konsensualen Kaufes im hellenistischen Recht* (*Iura* VI [1955] 18—30).

Neither the agreement about the future sale on cash nor the assurance of a future payment by an *arrha* or lien create an obligation. Dem. 41, 8—8 and BGU 1146 do not attest the responsibility for the price and P. Hib. 84 is a sale on delivery where the obligation to deliver is modelled after the pattern of a loan.

F. Pringsheim, *Griechische Kauf-Horoi* (*Festschrift H. Lewald* [1953] 143—160).

The author seeks to prove that there was a sort of ὄροι which attest for Greece the existence of the "sale on credit" or the "sale on delivery". He makes also use of the papyrological material (cf. e. g. p. 144<sub>9</sub>).