

Rafał Taubenschlag

"The meaning of συν ήμιολία and kindred expressions in loan contracts", M. Lewis, "Transactions of the American Philological Association", vol. LXXVI, 1945 : [recenzja]

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Artykuł został zdigitalizowany i opracowany do udostępnienia w internecie przez Muzeum Historii Polski w ramach prac podejmowanych na rzecz zapewnienia otwartego, powszechnego i trwałego dostępu do polskiego dorobku naukowego i kulturalnego. Artykuł jest umieszczony w kolekcji cyfrowej bazhum.muzhp.pl, gromadzącej zawartość polskich czasopism humanistycznych i społecznych.

Tekst jest udostępniony do wykorzystania w ramach dozwolonego użytku.

The author deals with sales of land and makes up pp 12—19 a list of 226 contracts of sale.

O. MONTEVECCHI, *Vendita a termine (Aegyptus XXIV (1944) pp 131—158).*

Not seen.

A. BERGER, *A labor contract of A.D. 164: CIL III P. 948 N° 3* (repr. from *Classical Philology* vol. XLIII N° 4 (1948).

This brilliant analysis of a wax-tablet inscription, belonging to the so-called *Tabellae ceratae Daciae*, may be mentioned here because of its frequent references to the papyri, see p. 232 on ἀγράμματοι, p. 233⁹ on Adjutor as cognomen, p. 239²² on the form of a loan of money.

V. ARANGIO-RUIZ, *Chirografi di soldati* (Estr. da *Studi in onore di Siro Solazzi*, Napoli 1948).

In this essay the author examines the chirographs of soldiers: BGU 69 = M. Chr. 142, Mich. VII 438, VIII 440, III 161, VII 445 and points out that they show more or less a tendency towards romanization. All the clauses corresponding to local law are omitted in these chirographs; as for example relating to πράξις or to their treatment as a public document, whilst the local clause παντὶ τῷ ἐπιφέροντι is translated in a triple alternative: to the creditor, to the representative or to the heir.

C. BRECHT, *Zur Haftung des Schiffers im antiken Recht* (Sav. Z. LXII (1942) pp 391—6).

The author denies the influence of the Roman *recepta nautarum* on the clauses of the Egyptian ναυλωτικαί in the epoch of the principate but admits such an influence for the period after Justinian.

M. LEWIS, *The meaning of σὺν ἡμιολίᾳ and kindred expressions in loan contracts* (Extr. from the *Transactions of the American Philological Association* vol. LXXVI (1945) pp 126—139).

Σὺν ἡμιολίᾳ, when it occurs as a modifier of the amount of the loan in the acknowledgement of receipt-clause (as opposed to the promise — to repay clause) means *including 50% interests*. While this formula had the undoubted advantage of brevity, it is possible that its use was dictated by more profound legal motives.