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"Neue juristische Urkunden : Misthosis - Pittakion", H. J. Wolff, "ZSS", 73, 1956 : [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.

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of the subjection of the Roman law of sale to the influence of hellenistic notions, or at least of a compromise between Roman principles and those of eastern practice. The author in his revision of this theory expresses the view that Justinian sought to reinvigorate the classical principles of Roman law of sale as against the hellenistic practice of his time, subject to the adoption of essentially hellenistic principles in respect of the written sale in C. 4, 21, 17. Such is the picture emerging from the Code and the Digest and Institutions III, 23 pr. merely summarizes it. The obscurity arising from the last mentioned passage is due to the compilers who combine in one sentence a legal principle and a factual situation as though they were in their nature identical.

C. B. Welles, *Dura Parchment 1* (*Arch. f. Pap.* XVI, 1 [1956] 1—12).

In this article the famous American papyrologist gives a restoration of Dura Pg. No. 1 and proposes a reconstruction of the transaction, contained in it, as follows: 1) (Year 117) Loan of 120 drachmae presumably by Antigonos, to Amynder for the account of Aristonax, by virtue of a contract drawn up in the Dura registry 2) Transfer of the sum to Philip by Aristonax, perhaps by an order on the bank concerned 3) Formal demand (*ἀπαιτήσεις*) upon Philip by Antigonos for repayment of the original sum of 120 drachmae, without interest — possibly because interest had been paid up to date 4) Redeemable sale of certain properties to Antigonos by Philip to extinguish the obligation, now consisting of the 120 drachmae of the original loan and 120 drachmae of additional penalty, for failure to make repayment on demand, plus *costa*, *ἀπαιτήσιν καὶ κηρύκειον*.

H. J. Wolff, *Neue juristische Urkunden: Mithosis — Pittakion* (ZSS 73 [1956] 326—335).

This study of P. Strasb. 318, gives interesting considerations on both the meaning of *μίσθωσις* and that of *πιττάκιον*. According to the author, *μίσθωσις* is not considered as an obligatory agreement upon a recompensed use or exploitation of a right or object belonging to another person, but as a disposition which effected a cession of a substantial object to be used, and established the respon-

sibility of the μισθούμενος for the assumed obligation in the way of a real contract. Πιττάκιον, however, represents a group of persons for the joint management of a public land assigned to them; Πιττακιάρχης is the foreman who has probably the control over them.

F. Sokołowski, *Partnership in the Lease of Cults in Greek Antiquity* (*Harv. Theol. Rev.* vol. L, No. 2 [1957] 133—143).

In this interesting paper the author deals with the partnership in the lease of priesthoods in the Greek antiquity and shows, on the basis of the papyri, that such a partnership is well attested also in Egypt in Ptolemaic and Roman times. He remarks that it was not limited to priesthoods, but that in the same way the leases of temples, shrines, altars and other small cult revenues could be shared.

F. Gryglewicz, *La valeur morale du travail manuel dans la terminologie grecque de la Bible* (*Biblica* 37 [1956] 314—337).

From all published studies about trade one can see that the Authors of the Old Testament highly respected the trade and that many persons appearing in the Bible follow a trade, displaying no sense of humiliation. Also the New Testament contains many favourable opinions on trade. For a lawyer are of remarkable importance the notices determining the various kinds of trade such as δουλεύειν (p. 322), λειτουργεῖν (p. 323) and ἐργάζεσθαι (p. 324). The author makes also considerable use of the papyri (p. 330).

H. Preissner, *Das verzinsliche und das zinslose Darlehen in den byzantinischen Papyri des 6./7. Jahrhunderts.*

ZSS 74, 523 gives the contents of this dissertation — not published till now.

J. Triantaphylloporlos, *Lex Cicereia* (1957).

In this romanistic dissertation the author makes use of the papyri (cf. p. 33, 65, 70). Very interesting is also his interpretation of Gaius, 3, 120 which mentions a peregrinus fidepromissor