

# Taubenschlag, Rafał

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"Dura Parchment 1", C. B. Welles, "Arch. f. Pap.", XVI, 1956, 1 : [recenzja]

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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-