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"Les contrats de vente de soi-même en Égypte à l'époque saïte", J. Pirenne, "Bull. de la Classe des Lettres et des Sciences Morales et Politiques", 5e sér., T. XXXIV, 1948 : [recenzja]

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Tekst jest udostępniony do wykorzystania w ramach dozwolonego użytku.

The text of the Solonic laws is not yet authenticated by means of a direct transcription from the Greek original, but it is reprinted *verbatim* from the copy of a work used by Gaius in which because of the manuscript tradition the Greek text seriously departed from the original. The author of the work used by Gaius had before his eyes a Hellenistic text of the Solonic laws, which (without the parts of the laws not connected with the discussed matter) was suitable for the explanation of *the actio finium regundorum*. This should be proved by an extensive analysis of the Pap. Halensis.

J. Rabinovitz, *The Legal Papyrus from 'Auja el-Hafir* (reprint from the Israel Exploration Society, vol. XVII, 3—4, 1953).

This papyrus published by M. Schwaabé, does not represent a manumission-document but one releasing a boy who had been delivered by his father as a pledge of a loan. The essential formula in the document under discussion is contained in l.8, in which the boy is granted "authority over himself". This formula contains legal Aramaism. The occurrence of an Aramaic legal term in the formula which seems to be Greek in origin is striking. However as had already been noted by Koschaker, the Greek formula closely resembles one found in a Babylonian document from the times of the first dynasty. A formula in all respects similar to that of the Babylonian document occurs in Mishna, Gittin IX, 9.

The "freedom of movement" granted to the boy, a feature which is common to this document and to many of the Delphic inscriptions also has close parallels in ancient Semitic sources. The legal terminology of release from the marital tie is similar to that of release from *paramone*. It may well be that the origin of the legal institutions of *paramone* is to be sought in Babylonia. The expression "to stand before someone" used in the Babylonian documents, occurs a number of times in the Bible in the sense of serving, "waiting upon", and is strongly reminiscent of the Greek παραμένειν, the primary meaning of which is "stay beside" or "near, stand by".

OBLIGATIONS

J. Pirenne, *Les contrats de vente de soi-même en Égypte à l'époque saïte* (Académie royale de Belgique, Bull. de la Classe des Lettres et des Sciences Morales et Politiques, 5^e série, tome XXXIV, 1948).

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 shewing profound knowledge of the matter deals also with leases of land, leases of taxes, subleases and *colonia partiaris*.

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-