

Pollae iuris sint. Proculus respondit: ego existimo eatenus locum, quem emit Eutilia Polla, uenisse, quatenus tunc fuit, et circa eum decem pedes qui tunc fuerunt, nec ob eam rem, quod locus postea creuit, latius eum possidere debet quam emit.

70 LICINIUS RUFINUS libro octauo regularum. Liberi hominis emptioem con- [E. 19, 1, 70 E] trahi posse plerique existimauerunt, si modo inter ignorantes id fiat. quod idem placet etiam, si uenditor sciat, emptor autem ignoret. quod si emptor sciens liberum esse emerit, nulla emptio contrahitur.

71 PAPIRUS IUSTUS libro primo constitutionum. Imperatores Antoninus [E. 19, 1, 71. 53, 7, 1 E] et Uerus Augusti Sextio Uero in haec uerba rescripserunt: quibus mensuris aut pretis negotiatores uina compararent, in contrahentium potestate esse: neque enim quisquam cogitur uendere, si aut pretium aut mensura displiceat, praesertim si nihil contra consuetudinem regionis fiat.

72 PAPINIANUS libro decimo quaestionum. Facta contenta, quae postea facta [E. 19, 1, 72 P] detrahunt aliquid emptio, contineri contractui uidentur: quae uero adiciunt, creditum non inesse. quod locum habet in his, quae adminicula sunt emptiois, ueluti ne cautio duplae praesertur aut ut cum fideiussores cautio duplae praesertur. sed quo casu agente emptore non ualet pactum, idem uires habebit iure exceptionis agente uenditore. an idem dici possit aucto postea uel diminuto pretio, non immerito quaesitum est, quoniam emptiois substantia constitit ex pretio. PAVLUS notat: si omnibus integris manentibus de augendo uel diminuendo pretio rursus conuenit, recessum a priore contractu et noua emptio interest: 20 si sese uideatur. PAPINIANUS: Lege uenditionis illa facta 'si quid sacri aut religiosi aut publici est, eius nihil uenit', si res non in usu publico, sed in patrimonio fisci erit, uenditio eius ualet, nec uenditor proderit exceptio, quae non habuit locum.

73 Index libro tertio responsorum. Aede sacra terrae motu diruta locus [Uat. 5. B. 19, 1, 73 P] aedifici non est profanus et ideo uenire non potest. Intra maecorian sepulchrorum [Uat. B] 25 hortis uel ceteris culturis loca pura seruata, si nihil uenditor nominatum exceptit, ad emptorem pertinent.

74 Index libro primo definitionum. Clauibus traditis ita mercurium in horreis con- [E. 19, 1, 74 P] ditatum possessio tradita uidetur, si claues apud horrea traditae sint: quo facto confestim emptor dominium et possessionem adipiscitur, etsi non aperuerit horrea: quod si uenditoris 30 merces non fuerint, usucapio confestim inchoabitur.

75 HERMOGENIANUS libro secundo iuris epitomarum. Qui fundum uendit, ut [E. 19, 1, 75 P*] eum certa mercede conductum ipse habeat uel, si uendat, non alii, sed sibi distrahatur uel simile aliquid paciscatur: ad complendum id, quod pepigerunt, ex uendito agere poterit. 34

76 PAVLUS libro sexto responsorum. Dolla in horreis defossa si non sint nomi- [E. 19, 1, 76 P] natim in uenditione excepta, horreorum uenditioni cessasse uideri. Eum, qui in locum emptoris successit, isdem defensionibus uti posse, quibus uenditor eius uti potuisset, sed et longae possessionis praescriptione, si utriusque possessio impleat tempora constitutionibus 39 statuta.

77 LAUOLENUS libro quarto ex posterioribus LABEONIS. In lege fundi uendundi [E. 19, 1, 77 *S] F [P (VU)]

1 iures F¹, uires P², iurae U | lacum fPU, nis F: τάντων ἀμπαίων ὄντων B (Typuc.)
locum F 2 uenisset P² | pedes F² | intercessisse F² 22 pa-
fuerunt] accesserunt sub aqua sint P² 3 la-
trimonio' F² | urditio F² 23 ualeuit F²
tius enim] lacus P² 4 liciniy F² | licinus P² | pura
licinofus V, licinofus U (uicinis lect. F²)
rit P², apparuerit V 33 si fundo uendat
F² | non] aut non P², ut non P² U 34 pa-
9 et seuerus PVU | pra' etis F² 10 com-
parent PV 11 'si' aut F² | praetium F
14 contractu] F² PV, contractu F² U | cre-
tionis F² 37 i's dem F² | quibus uenditor
dinus hoc non F² 15 aminicula P² | du-
pla P² 16 ut om. P | quo] qui quidem PVU
17 uires] fPU uires F 18 uel diminutio
F² | pra' etio F² 19 omnibus] fPU, omi-
cote in eo (p. 525, 7) P² | uendendi PVU

Polla was sold as it then was with the ten feet then around it and that she is not to have more than she bought, by reason of the fact that the lake has spread."

70 LICINIUS RUFINUS, *Rules*, book 8: The majority of jurists has held that there can be a valid purchase of a freeman, if both vendor and purchaser are unaware of his status, so also where the vendor knows but the purchaser does not. But if the purchaser knowingly buys a freeman, there is no valid purchase.

71 PAPIRUS JUSTUS, *Imperial Rulings*, book 1: The emperors Antoninus and Verus agreed with which tradesmen deal in wine are a matter for the contracting parties; no one is obliged to sell, if dissatisfied with the price or the measures, especially when nothing is done contrary to the custom of the region."

72 PAPINIAN, *Questions*, book 10: Agreements subsequent to the contract, which reduce the obligation in it, are treated as part of the contract but not those which increase it. This applies to ancillary provisions, say, that the stipulation for double the price will not be required or, on the other hand, that it shall both be given and verbally guaranteed. In such a case, the pact is of no avail if the purchaser be the plaintiff on it; but it will operate as a defense when the vendor brings proceedings. It is a proper matter of doubt whether the same can be said of a subsequent raising or lowering of the price, since the price was of the essence of the sale. PAUL notes: If, while the transaction is wholly executory, there is a later agreement which raises or reduces the price, the initial contract is deemed to be resiled from and a new sale to have been made. 1. PAPINIAN: Suppose a sale term which says: "If any part be sacred, religious, or public in nature, it is excluded from the sale," and there is some element in what is sold which, though not in public use, belongs to the imperial treasury, its inclusion in the sale is valid, and the vendor cannot avail himself of a defense which, in the circumstances, is inapplicable.

73 PAPINIAN, *Replies*, book 3: When a temple is destroyed by an earth tremor, its site is not profane and so cannot be the object of a sale. 1. Within the walls of tombs, apart from gardens and the like, the places which remain pure belong to the purchaser unless the vendor expressly excludes them.

74 PAPINIAN, *Definitions*, book 1: When the keys of a warehouse are handed over, possession of the merchandise is deemed to be delivered, so long as the keys are handed over at the warehouse. The purchaser then becomes owner forthwith and also possessor, even though he has not opened the warehouse; equally, if the merchandise did not belong to the vendor, usucapion starts at once.

75 HERMOGENIAN, *Epitome of Law*, book 2: A man selling land inserted a provision that the land should be let to him at a given rent or that if the purchaser should resell, he should do so only to his vendor, or made some similar provision; he could have the action on sale for the honoring of such provision.

76 PAUL, *Replies*, book 6: Jars embedded in a warehouse are deemed to go with it when the warehouse is sold, unless they are expressly excluded in the terms of sale. 1. One who succeeds to the purchaser's price can use the same defenses that his vendor could invoke and can also acquire by long-term prescription, if the period of possession laid down in imperial rulings be fulfilled by the total of their individual holdings.

77 JAVOLENUS, *From the Posthumous Works of Labeo*, book 4: A term in a sale of land