POLISH JOURNAL OF NATURAL SCIENCES
Abbrev.: Pol. J. Natur. Sc., Vol 35(2): 249–262, Y. 2020

ANIMAL DEFECTS IN THE ARMENIAN LAW IN THE CROWN OF THE KINGDOM OF POLAND

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Key words: veterinary medicine, warranty, guarantee, redhibitory defects, legal history, sale of animals.

Abstract

The aim of the study is to research and analyze juridical and veterinary aspects of the legal norms on animal defects in the *Statute of Polish Armenians*, 1519. The seller's liability for defects of horses, oxen, cows and bees is described along with general clauses, and subject to historical-legal, linguistic, logical, teleological methods of analyzis. The work reveals warranty, stipulatory, and guarantee norms, derived by Armenian legislators from many sources, and innovatively processed. Among these ideas, many original legal concepts can be found; new and independent way of Roman law reception is revealed. Both the discussed Armenian Statute and its main basis, the Datastanagirk' of Mkhitar Gosh, mix Roman concepts of redhibitory action with the theory of major and minor defects. Although this Statute is an opus of medieval Middle--East immigrants, it presents the same high level of legal development as the modern-era Western-European legal acts on animal defects.

Introduction

The sale of animals, due to the unique nature of its subject, which is the living and painful organism, as well as the economic importance of animal husbandry, is regulated by specific norms in various legal systems. Animals may be burdened with various defects, usually described in modern legal doctrine as legal and physical defects.

The subject of the work is a normative analyzis of the provisions of the Armenian Statute, regarding the defective nature of animals, including: the premises of the seller's liability for latent defects in the subject of the

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contract of sale, and the buyer's claims derived from the burdening of an animal with a defect. This database was used to analyze legal and veterinary connections in the Armenian Statute and to deepen knowledge about the defects of animals being subject to commercial transactions of the Polish Armenians. The legitimacy of such a research scope is indicated by the fact that there were no previous studies on the level of veterinary knowledge and its impact on the legal norms of Datastanagirk' and other normative acts based on it.

Material and Methods

Normative analyzis of the discussed *Statuta iuris Armenici* (BALZER 1906) was made, using the following methods of interpretation: historical--legal, comparative, linguistic, logical, teleological.

The Latin normative text accepted by Sigismund I of Poland, preserved in the *Metrica Regni Poloniae* and the diploma issued for the Lwów Armenians (BALZER 1910), will be analyzed. The pre-original text (in Armenian language) has not survived. Apart from slightly different Latin variants there are also translations available: compatible Polish official translations of 1528, 1595, and 1601, 19th-century Polish unofficial, as well as an Armenian-Kipchak translation (BALZER 1910).

The regulation of liability for animal defects in the contracts of sale is contained in chapters (capitula) forty-eight to fifty-one and in chapter eighty-two of the Armenian Statute (DAT. II.55–58, II.100, II.110 = DAT. 94–97, 185, 221; Statut warcki No. XII; Sachsenspiegel No. I.9, III.4.83; Ius Municipale No. 21.30.96.

The legal text is as follows:

"Capitulum quadragesimum octavum. De emptione equi. Vendens equum alter ab altero, forum emptionis equi debet fieri in praesentia duorum vel trium testium, propterea ne equus esset furtivus, et ne antiquam claudicaturam habeat, et quod non esset ptisicus alias dychawiczny, aut nosaty. Si vero cognitum fuerit ad septimum diem aliquod vitium ex praedictis in equo empto, tunc emptor talem equum vitiosum restituere venditori poterit. Si vero equus ad septimum diem praedicta vitia aut unum eorum in se repertum non habuerit, tunc forum venditionis equi suum effectum sortiri debet. Si vero equus ille furtivus fuerit, tunc intercessor tenebitur emptorem pro praefato equo suo grosso et impensa eliberare, intercedere et indemnem reddere.

Capitulum quadragesimum nonum. De vendito bove. Vendens bovem alter alteri coram tribus testibus tale forum debet facere, et vendens bovem huiusmodi de iure tenebitur talem bovem dare illi ementi ad aratum sive currum ad tentandum, quod talis bos non esset nocivae consuetudinis, nec furatus. Si vero bos fuerit nocivae et ferae consuetudinis, ad septimum diem potest illi venditori restitui. Si fuerit furtivus et aliquis alloqueretur se ad illum, tunc emptor debet se trahere ad principalem intercessorem, qui intercessor debet eum suo grosso ubilibet intercedere et indemnem reddere iure ita dictante.

Capitulum quinquagesimum. De vendita vacca. Vendens alicui vaccam debet emptori cavere, quod talis vacca quolibet anno consuevit inpraegnari; sin aliter compertum fuerit in praedicta vacca, quam ipse venditor spopondit, tunc in uno integro anno eandem vaccam emptor venditori restituere potest. Si vero ipsa vacca fuerit prolificans bene, tunc forum debet suum effectum sortiri.

Capitulum quinquagesimum primum. De apibus. Vendens alicui apes in autumn in alveario cum melle, et venditor spopondit emptori, quod in huiusmodi alveario est tantum mellis, et nominat certam mensuram et expressam quantitatem, si ille emptor credere venditori noluerit, tunc poterit alvearium aperire et mel mensurare; et quicquid mellis ad illam quantitatem et mensuram defecerit, hoc ille venditor aut melle apponat, aut pecuniis solvet defectum mellis. Si mel deficiens apponere noluerit, tunc forum huiusmodi ad nihilum redigitur. Si vero illud mel excesserit quantitatem et mensuram condictatam in alveario, tunc emptor restituere venditori huiusmodi excrescentiam mellis non tenebitur, quia spe lucre, non damni emit. Si aliquis vendiderit vernali tempore propter examen apum, talis recipiendo huiusmodi apes debebit ponere in suo mellificii loco, ad decimam vel vigesimam diem eas Servando propter inquirendum, si illae apes emittent examen vel non. Et forum pro huiumodi apibus debet fieri coram duobus vel tribus testibus. Et introitus ac exitus apum ita fiat et inveniatur, sicut in foro condictatum est. Si exitus et introitus apum ita invenietur, sicut contractus fori conclusus est inter venditorem et emptorem, tunc huiusmodi forum debet suum effectum sortiri. Si vero inter huiusmodi apes aliquid nocivi fuerit, aut mater earundem moreretur inter spatiumdecem aut viginti dierum, poterit emptor venditori tales apes vice--versa restituere. Post decursum vero viginti dierum, si aliquid nocivi praedictis apibus evenerit, tunc emptoris, non autem venditoris debet esse damnum".

Legislators – beginning with Mkhitar Gosh himself – focused only on three animal species: bees, horses and cattle, establishing a separate legal regime for oxen (males) and cows (females). This indicates the significant

economic position of these animals in the former society and the commercial, economic and legal importance of the contracts of sale concluded. Their health status was crucial for the parties to the contract and its valuation was dependent on the current veterinary knowledge.

All the aforementioned provisions of chapters forty-eight to fifty-one of the Armenian Statute should be analyzed in terms of: firstly, statutory requirements necessary to conclude a contract of sale; secondly, conditions under which the legal act concluded will exert legal effects; thirdly, liability for defects of the item sold. In individual cases, also the seller's oath (sponsio) is included; in the case of the autumnal sale of bees (in a beehive) – the issue of dispute between parties regarding the amount of honey declared by the seller. Apart from that, other appropriate norms of Datastanagirk' and Statute shall be researched and critically analyzed.

It should be noted that the subtle civilian considerations were not shared by the authors of the Statute, due to, among others, poorly-developed animal production and modest market trading of animals in the existing economic and social conditions.

As to the legal nature of the contracts, it is indispensable to stress that their classification into the contemporary conceptual grid of civil law, shaped by the case-law and doctrine, will never be fully accurate, faithful or satisfactory.

Results and Discussion

Genesis of the Legal Act

When trying to properly read and interpret the statutory norms, one should refer to its history, as well as the goals set by the authors. This especially applies to Mkhitar Gosh (Mxit'ar Goš) – the creator of the Datastanagirk' (referred as: DAT., T'OROSYAN 1975, BASTAMEANC' 1880). It is the oldest Armenian private legal code – or rather a legal treaty, or a sui generis commentary (BALZER 1910, THOMSON 2000). This work was created ca. 1184 A.D. The Mkhitar's code is based on biblical law, combined with the legacy of various cultural origin, including canonical regulations, traditional Armenian law, Roman and Muslim law, among others (THOMSON 2000).

The content of the HOLY SCRIPTURE constituted the basis for Mkhitar Gosh and his unknown successors, but it has allways been subject to their creative interpretation. Their modern viewpoint allowed them not only to describe and duplicate the divine law, but also to create new norms, called

praescriptio (THOMSON 2000). The thought accompanying Gosh during his works was to indicate the proper way and improve the human world by eradicating evil and sin. It is definitely not a strice legislative act, but rather a beacon, which had a significant impact on the sanctions present in his code (DZIKOWSKI 2016). The aim of the code was also to popularize the legal knowledge, which – according to the author – contains within one system both God's law and secular – civil and penal – law. Gosh's work was not intended as a universally binding law at first, but over time – after shortening and simplifying the arguments – it became firstly an unofficial source of law, and later on, at the turn of 13th and 14th century, the basis of the official Smpat's Code of the Lesser Armenia (KARST 1905). It was also used as the diaspora law.

Over the centuries, there has been a gradual, multifaceted and diverse – quantitatively, qualitatively, and territorially – evolution of the initial text. Among the many textual variants, the most independent and innovative path of legal thought-development seems to be the so-called the Lwów matrix (KUTRZEBA 1909, BALZER 1906). Although its text is not preserved, it is possible to interpret it from the Statute under discussion. It did not strictly correspond to any of the other known variations of the text. Within the matrix, the DATASTANAGIRK' and SYRO-ROMAN LAW (BRUNS and SACHAU 1880, BALZER 1906) were merged.

Apart from the Syro-Roman law, the influence of: Sachsenspiegel (ECKHARD 1955), German IUS MUNICIPALE, and local Polish law is also visible (BALZER 1906). This act is probably a multi-author work, formed from ca. 1280 A.D. until the 1460s, with slight additions in 1518–1519 (BALZER 1906, BALZER 1910).

The discussed Statute is an official, public, formal, Latin translation of the earlier Armenian-Tatar text (BALZER 1910). The reason for its creation was the controversy arising between the Armenian autonomous government and the Lwów authorities in 1518: judging in a mixed court was not possible due to the lack of knowledge of the Armenian-Tatar language, and therefore also legal norms, by the city authorities.

The partition of Armenia in 1080 A.D., and Mongol invasions in the 13th century resulted in the mass emigration of the Armenians from their homeland. Armenians arrived in Lwów as early as the beginning of the 13th century. They settled also in other towns, including: Bar, Brzeżany, Horodenka, Jazłowiec, Kamieniec Podolski, Kazimierz/Vistula, Kuty, Łysiec, Mohylów Podolski, Śniatyń, Stanisławów, Tyśmienica, and Zamość. The privileges of King Casimir the Great and his successors formed the legal, political, and religious basis for the existence of the Armenians in Poland. For centuries they created and still create an interesting element

of the multinational and multicultural makeup of Poland. This statute is the law of immigrants. They brought with them their own laws, customs, faith and language – and after settling in a new place, they were able to interact with other residents and creatively transform and develop their legal system.

The discussed act was in force not only in Lwów, but gradually also adopted in Kamieniec Podolski, Zamość and in other Armenian settlements in the Crown of the Kingdom of Poland. It was in fact a common and universal act of all the citizens of Armenian nationality living in the Polish-Lithuanian Commonwealth, which was identical with members of the Armenian Church, firstly independent from the papacy, and since the 17th century – the Armenian Catholic Church.

Elements of the Contract, Exertion of Legal Effects

To the essentialia negotii of the contract of sale, meaning the subject--essential provisions of the legal action, allowing to classify a contract to a given type and conditioning the nature of the legal relationship created, the parties define the subject of the benefits of the parties, hence: price and subject (which can be marked in relation to the identity of an animal, e.g. horse, ox, cow, or a swarm of bees, or a beehive containing a bee family and a precisely marked amount of honey).

It should be assumed that in relation to the analyzed statutory act, a principle is applicable, stating that legal actions evoke not only these legal effects explicite expressed by the parties, but also those resulting from the norms of universally-binding and customary law.

The analyzed norms refer to the cash sale of animals, do not set minimum or maximum prices, nor do they comment on the payment date, leaving a large margin of contractual freedom to the parties. The regulations do not expressly refer to any prohibition on introducing provisions in the form of accidentalia negotii by the parties to the contract of sale. A large margin of contractual freedom can be observed.

A special requirement was revealed regarding the form of legal action – the presence of witnesses (except for sales of cows).

The autumnal purchase of bees is a classic contract of sale. The purchase of an ox (chapter forty-nine) is an example of buying for a trial period for a plough or a cart – ad aratrum sive currum. A specific deadline for detecting defects – bad habits and being stolen, was established – quod talis bos non esset nocivae consuetudinis, nec furatus. The same can be found in DAT. ninety-five. Similarly, the existence of a trial period can be observed in the spring sale of bees (chapter fifty-one), and in DAT. ninety--six also for cows.

In other cases, the sale may be understood as an agreement of suspended effectiveness, or a conditional contract, or may appear as the conclusion of the contract only as a result of the lapse of the trial days, or as the conclusion of a rebuttable contract. As for horses (chapter forty-eight), bees in spring (chapter fifty-one) and cows (chapter fifty, differently from the parental DAT. ninety-six) the legal nature of the contract can be best reflected as defining it as a sale with a suspended effect.

The purchase of a cow is an example of conditional sale. The seller had to solemnly promise the buyer that the cow would be with calf every single year. The legal action has its effect only one year following the conclusion of the contract, provided that the cow at that time was pregnant. With regard to the oath, a term was used, derived from Roman law: sponsion (ZIMMERMANN 1996).

In case of the autumnal sale of a beehive with honey, the defect was detected at a stage preceding the conclusion of the contract – and, as in the case with cows, it was based on the seller's responsibility for his stipulation. The difference was that if the seller did not comply with the statutory obligations, the contract of the sale of bees has not been concluded at all.

The examined contracts characterize the suspension of their effects until the time of ineffective (no claims from the buyer or third parties) expiration of time limits for exercising the warranty rights (until the defect--detection deadline has elapsed). This was indicated by the repeated phrase: forum venditionis suum effectum sortiri debet – the contract of sale shall exert its effect.

Only the term contractus fori conclusus est – the contract is concluded, used by the authors of the statutory act in relation to the spring sale of bees (chapter fifty-one) clearly indicates that the contract was concluded definitively only after the expiry of the warranty claims' deadline – and this, however, can be equated with the end of the trial period described in chapter forty-nine.

Moreover, there is no concept of a contingent contract – called also pactum de contrahendo, pactum praeparatorium, or l'avant-contrat – observed, because there is no noticeable idea of a contract duality in which the parties to the preliminary contract undertake to conclude a final agreement and a final contract.

The basic requirements necessary for the validity of the contract of sale were: consistent declarations of the will of the parties to the contract, in relation to the subject of the contract, a certain price, the obligation to conclude the contract (called forum, forum emptionis), and the transfer of the possession in the presence of witnesses.

Witnesses were required by the norms of both the Statute and the Datastanagirk' as assistants in concluding and completing sales contracts. In the case of oxen – three witnesses of Armenian nationality (chapter forty-nine, and DAT. ninety-five), in the case of horses – two or three witnesses (chapter forty-eight, but in DAT. ninety-four – three witnesses). In the case of the spring sale of bees – two or three, present both at the conclusion of the contract and when transferring possession – in- and outgoings of bees. The requirement for the presence of witnesses in this case was decisive for the legal effectiveness of the contract previously concluded in front of them. Si exitus et introitus apum ita invenietur, sicut contractus fori conclusus est inter venditorem et emptorem, tunc huiusmodi forum debet suum effectum sortiri – the contract will exert its effect only if the in- and outgoings of bees take place in the same way as the conclusion of the contract. In the case of cows, however, witnesses were not required, according to the Lwów standards – differently in DAT. 96.

Their role, apart from assuring the validity of a legal action as they were necessary to conclude a contract and exert its effects, was to declare the absence of defects in the sold animals. It should be concluded that this was to take place after a simplified clinical veterinary examination, at least after seeing the animal in question. Another function they had was – although it is not explicitly regulated in the Statute – to play an evidential role in a possible future lawsuit (DZIKOWSKI 2016).

Defects

Among the defects (vitia) of animals sold, which give rise to liability on the part of the seller, two groups can be distinguished: physical and legal defects. Their appearance or detection in the time prescribed by law, gives rise to liability under the warranty. It is the seller's obligatory responsibility towards the buyer, depending only on the existence of statutory prerequisites, and not on the parties' will. The Statute recognizes also guarantee and stipulatory liability for sponsiones and a general clause of chapter eighty-two.

The physical defects established by the legislation of the Armenian Statute include, in the case of the sale of horses (chapter forty-eight), strictly defined diseases: inveterately lameness, long-term cough (equine asthma, recurrent laryngeal nerve paralysis/vocal fold paresis, recurrent airway obstruction/chronic obstructive pulmonary disease) and glanders (Burkholderia mallei (former Pseudomonas mallei) infection). It is worth noting that knowledge of these health disorders testifies to the development of medieval veterinary medicine. The detection of these enumerative diseases within seven days resulted in redhibition – return of the horse.

Chapter forty-eight de emptione equi (on the sale of a horse) has its source in the provisions of DAT. ninety-four, which states the defects of quadrupeds and not just horses, but in contrast to the original: it narrows the scope of normalization only to horses, so the regulation has been changed here from an abstract to a casuistic one.

While the catalogue of major (qualified) defects has been taken over with changes (apart from nightly blindness, vicious kicking, fear of and refusal to cross a bridge, so therefore not only stricte physical defects, but also mental ones), the minor defects (all others) are not distinguished in the Statute at all. Ravages associated by DAT. ninety-four with the occurrence of minor defects (redhibition in the seven-day period) was assigned in chapter forty-eight to the qualified defects. The annual deadline for the detection of a qualified defect was waived, and the buyer's right was reduced only to the possibility of returning the purchased animal, omitting the right to demand a price reduction (actio quanti minoris).

Responsibility for a legal defect (of a stolen quadruped) in DAT. ninety--four was based on the principle of redhibition: the rightful owner may take his animal, and the buyer should demand reimbursement from the seller. It is debatable whether the seller responded for his false statement. In chapter forty-eight of the discussed Statute, the institution of an eviction was introduced, meaning the defendant sued for the return of a thing, referred to someone else, from whom he bought the item. The Latin term "intercessio" and Polish "zachodztwo" were also in use for eviction (Bardach 1964). This was modelled on Western-European laws (Sachsenspiegel No. I.9, III.4.83, Ius Municipale No. 21.30.96, Statut warcki No. XII). The deadline for detecting the legal defect (unlimited term) remained unchanged.

It should be noted that in Polish law, the division of defects into major (qualified – wady glowne) and the others was present until 2014, while the main defects included, i.a. equine asthma, with a fifteen-day deadline to detect it (Rozporządzenie Ministra… DZ.U. 1966, nr 43, poz. 257, Ustawa z 30 maja 2014… DZ.U. 2020, poz. 287).

In the case of oxen sales (chapter forty-nine, buying for a trial) physical defects were: inveterate, existing and lasting for years, defects or harmful habits such as restiveness or mental defects, preventing the animal from working in a plough or a cart, detected in a seven-day period (the trial period). Chapter de vendito bove, is derived from DAT. ninety-five, which imposed on the seller the obligation to make a statement in the presence of three witnesses, that there were no specific qualified defects and that the animal had specific characteristics (to be tested). In addition, Gosh added that in the case of young males, when it was unknown what

their experience in working on a farm, at ploughing, at treshing floor, or as beasts of burden, pulling a cart is, they could be examined.

The paragraph discussed underwent a similar evolution as described in the case of horses: it does not differentiate defects into minor and major ones, and the term for redhibition was unified. In DAT. 95 inveterate lameness, long-standing cough, kicking, and nocturnal blindness were classified as major defects.

In the case of the theft of an oxen, the institution of evictio was in force at any time (in spite of redhibition in an unrestricted period of time, according to DAT. ninety-five).

Chapter fifty on the sale of cows has its genesis in DAT. ninety-six. In the Polish-Armenian text, contrary to Mkhitar's version, there is neither a requirement of witnesses, nor the possibility of demanding a reduction in the price of a purchased cow (actio quanti minoris), nor any liability for minor (other than lack of pregnancy) defects, within seven days.

In the case of cows, a defect was a lack of calving within one year (uno integro anno) from the conclusion of the contract, if the seller swore (sponsio) that the cow had been, and would be, with calf annually. In the latter case, the term sponsio, deriving from Roman law and meaning solemn oath was used (ZIMMERMANN 1996). The basis of the seller's liability in this case was not the cow's fault itself, manifested in infertility of various types, but the oath of assurance. It is therefore not a classic warranty responsibility, but one based on the principle of actio ex stipulatu.

Chapter fifty-one treats bees and is in compliance with the provisions of DAT. ninety-seven, developing its norms, with the exception of the buyer's loss foreseen by Gosh. This chapter contains essentially two legal norms that require separate discussion.

The autumnal sale of bees in a beehive with honey should take place according to the weight of the honey indicated by the seller's sponsio: certa mensura et expressa quantitas – specified measure and expressed quantity. A buyer who disagreed with the aforementioned assurances could have, in the framework of the preceding and preparatory steps to conclude the contract, demanded opening the hive and weighing its contents – alvearium aperire et mel mensurare. If it was revealed that is not enough honey – less than it was stipulated, the seller should supplement this difference with honey or cash to the previously determined weight (he has ex lege debt towards the buyer). Failure to fulfil this provision resulted in the failure to conclude the contract. If, on the other hand, there was more honey than the amount stipulated, the buyer acquired the surplus free of charge, according to the principle that he bought in the hope of profit, not loss (spe lucri, non damni). The discussed regulation is a development of Gosh's rules and continues his legal thought.

In the case of the sale of bees in the spring, the disadvantages resulting in the redhibition were: rejuvenation of bees, death of the queen bee, as well as other cases of harmful disorders (aliquid nocivi – anything harmful, so an open catalogue), within ten or twenty days of testing (unspecified term) from the date of purchase. DAT. ninety-seven on the other hand, treats the mere assumption of the queen bee's death or leprosy as defects. One must however take into account the low level of development of contemporary veterinary science and the fact that it was difficult to be ascertained.

Both DAT. ninety-seven and chapter fifty-one of the Statute clearly underline that after a period of ten or twenty days the responsibility is transferred to the buyer. It should be noted that, despite the lack of specified deadline, the part referring to bees contains the clearest civilian regulations. The legislator clearly states that until the deadline the liability for the latent defects is borne by the seller and the buyer can return the property, but after the deadline the liability is transferred to the buyer.

Once again, it should be emphasized that the presence of two or three witnesses was in this case a condicio sine qua non of the conclusion of the contract and transfer of ownership and possession. In DAT. ninety-seven the number of witnesses was not specified.

Apart from these casuistic rules, both DAT. one hundred eighty-five, and chapter eighty-two, bring the general rule of seller's liability for false, fraudulent and malicious statements, aimed at misleading the customer to buy a defective item.

Chapter eighty-two provides for miscellaneous things, but especially for animals like cattle, horses, or gregarious animals, a general and abstract liability for all fraudulent seller's statements. If the vendor knew of any defect and, despite his knowledge, mala fide claimed that his items were good, and he boasted of or praised false quality, he was fully liable for his statement. Such an animal should be returned to him and he would be criminally punished by the jury. This is a specific type of responsibility balancing between ancient Roman liability for Aedilician stipulations and for dicta promissave. From the Aedilician law: an evident responsibility for dolus in contrahendo, obligatory character and easy execution were adopted. Extension of liability to all cases of latent defects were modelled on the responsibility for dicta et promissa (NICHOLAS 1959, ZIMMERMANN 1996, MONIER 1930, MANNA 1994, IMPALLOMENI 1955). What distinguishes the STATUTE from the Roman dicta et promissa is: narrowing the liability to only the malicious intent of the seller and his knowledge in the Lwów text.

The original norm is more compound than the analyzed one. Such behaviour was punished with an anathema, as stated in DAT. one hundred

eighty-five (THOMSON 2000). Exculpation from this canonical penalty involved declaring all defects while selling an animal. The defective item (e.g. a bull butting or having a blemish in its body or behaviour, a stubborn and skittish donkey, in situations such as defect detection by the buyer, the seller's boasting, or witnesses to his fraudulent sale) should be returned – sold back to the seller, unless the purchaser finds it accurate – then there is a place for actio quanti minoris. If the purchaser has already sold it bona fide, there should be a penance to him.

Humanitarian views of Mkhitar Gosh are also present in DAT. two hundred twenty-one in fine, according to which stubborn, kicking, goring or biting animals, which had killed a man, were to be sold only to people who knew about these incidents and could tame dangerous animal behaviour.

Conclusion

It should be noted that all the mentioned physical defects, such as infertility (lack of a bee queen, lack of pregnancy in cow), physical diseases, bee rejuvenation or mental incapacity to work, caused the inability to achieve the intended purpose of the contract, i.e., the proper economic use of animals. Distinction of these diseases is also a testimony to the veterinary achievements of the day.

The Statute consists a separate, innovative, and previously undescribed way of the Roman law reception in Europe. The primary type of seller's liability in the Statute is the warranty in form of the actio redhibitoria, derived from the Roman law (*Digesta seu Pandectae*…, 1872, 21.1, MANNA 1994): the right of the buyer to return the goods to the seller in the above-mentioned statutory terms. Actio ex stipulatu (responsibility for solemn oaths) and for a guarantee is also present in the legal text under consideration. The general clause of chapter eighty-two is also highly innovative, applicable to all kinds of items sold, enforcing the liability for false, fraudulent vendors' statements.

The norms of the Armenian Statute establish only one legal defect: the sale of goods by a non-owner – the sale of stolen animals. Although this is not explicitly expressed in the legal text under consideration, it should be interpreted that the concept of entering into the possession of any thing (including animals) contrary to legal norms (by theft), did not result in the purchase of ownership of this thing, was present in the law of the Polish Armenians. This applied to proprietors both in bad and good faith. Ownership remained with the original legal owner. According to the paremy nemo plus iuris in alium transferre potest, quam ipse habet (one cannot

transfer more rights than he has), the proprietor aiming to conclude a contract of sale was able to transfer only possession, and never the ownership of the animal. Norms of the DATASTANAGIRK' allowed for the return of the stolen things without being enslaved by specific dates.

The elements of civil and criminal material law, as well as procedural law, are mixed in the discussed legal code. Bearing in mind Roman legal tradition, Lwów Armenian Statute is a very modern and innovative legal act of its time. During the Middle Ages, Roman Aedilician responsibility for animal defects (*Digesta seu Pandectae*... 1872, 21.1) lost its popularity and nearly went out of use in Western Europe. Instead, the significance of the buyer's attention was emphasized. One should be cautious, attentive, wachtful, and heedful – as in the proverb: Augen auf, Kauf ist Kauf (be careful and keep your eyes wide open as you buy anything), or according to the English idea of caveat emptor (BURKE 1967). Apart from that, administrative control of trade was enforced by guilds, the Hanseatic League, and town authorities (ADAMCZUK 2008). The concept of major and minor defects, present in the discussed Statute has also been present in European legal systems, e.g. in Germany.

This seemed to change only after the German process of reception of the Roman law of warranty in the following centuries, but the adopted law was in force for all things – apart from animals, to which it was originally created by the curule Aediles in Rome. These creatures were subject to leges speciales (casuistic, dividing defects into categories, shaped according to the German legal model) till the modern era. Examples of such special regulations of animal minor and major defects were the original texts of the Polish and German civilian regulations (Bürgerliches… RGBL. 1896, No. 21, S. 195, §§ 459 sqq. BGB, Kaiserliches Verordnung … RGBL. 1899, No. 13, S. 219–220, DZ.U. 2019, poz. 1145, 1495, Rozporządzenie Ministra… DZ.U. 1966, nr 43, poz. 257).

It should be concluded that, after some editorial changes, the discussed norms could be present even in modern European codifications. The Armenian Statute presents the same level of legal development as statutes formed after hundreds and hundreds of years of Western juridical thought. Both the STATUTE and DATASTANAGIRK' mix in a clear and coherent way the Roman Aedilician actions and theory of minor and major defects of animal health, but the STATUTE's novelty can be seen in a gradual departure from the differentiation of defects.

The lawmakers of the Lwów Armenian diaspora shortened and simplified the writing of Mkhitar Gosh. In some cases, radically different legal solutions have been adopted – combining many legal concepts in an original way, derived from many sources, and creating their own, innovative

normative ideas. They also used their veterinary knowledge for the practical purposes of the market trade.

They were immigrants who, preserving their own traditions, customs and laws, appreciated and incorporated into their legal order both the reciped Roman law, and the achievements of contemporary European legal culture.

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Accepted for print 30.03.2020

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