

Book VIII.  
Title XXXII.

If an agreement for a pledge is not accompanied by (the creditor) paying over the money agreed to be loaned.  
(Si pignoris conventionem numeratio secuta non sit.)

Bas. 25.7.55.56.

8.32.1. Emperors Severus and Antoninus to Hilarus.

If you will show that no money was delivered (on a loan agreed to be made), and that, therefore, a due bill issued, and a pledge given was in vain, you have a real action (to recover the pledge). For a claim that a pledge was given and that the money had not been repaid can only be made when there is no doubt of a debt. For the same reason the truth will be upheld, if your adversary commences an action against you while you are in possession of the pledge.<sup>1</sup>

Promulgated September 1 (197).

8.32.2. Emperor Alexander to Peregrinus.

If, as you now allege, the creditor (who was to make a loan) paid no money over to your wife who gave (him) a pledge, but extorted a duebill from her that was (without consideration and) void, her property cannot be held to be pledged, contrary to the truth, by a writing grounded in a lie.

Subscribed without day or consul.

Note.

The subject of a defense, or affirmative claim, that no money was given for a duebill (cautio), is fully treated in C. 4.30, and law 1 of this title is duplicated in C. 4.30.1. The lien was void, if the duebill was void. But no such claim or defense as here mentioned could be made unless made within two years from the time the duebill was given. C. 4.30.14.

---

<sup>1</sup> [Blume] See note on this C. 4.30.1.