

Taubenschlag, Rafał

"Griechische literarische Papyri christlichen Inhaltes 1, Biblica, Väterschriften und Verwandtes", P. Sanz, "Mitteil. aus der Papyrussammlung der Nationalbibliothek in Wien", IV. Folge, 1946 : [recenzja]

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Artykuł został zdigitalizowany i opracowany do udostępnienia w internecie przez Muzeum Historii Polski w ramach prac podejmowanych na rzecz zapewnienia otwartego, powszechnego i trwałego dostępu do polskiego dorobku naukowego i kulturalnego. Artykuł jest umieszczony w kolekcji cyfrowej **bazhum.muzhp.pl**, gromadzącej zawartość polskich czasopism humanistycznych i społecznych.

Tekst jest udostępniony do wykorzystania w ramach dozwolonego użytku.

is a fragment (?) of an account (?). No. 39 (IV cent. A.D.) is a fragment of a letter and concerns a mandate (cf. my *Law*² 393 ff.).

P. Sanz, *Griechische literarische Papyri christlichen Inhaltes* 1, *Biblica, Väterschriften und Verwandtes* (Mitteil. aus der Papyrus-sammlung der Nationalbibliothek in Wien [Papyrus Erzherzog Rainer] IV. Folge, 1946) 137 pp.

This edition contains Greek literary papyri from the Christian era.

H. Gerstinger, *Gräko-ägyptische Landpachtverträge byzantinischer Zeit aus der Sammlung "Papyrus Erzherzog Rainer"* (repr. from *Wiener Studien* LXIX [1956] = *Festschrift f. Albin Lesky*).

The author publishes here the following papyri: P. Graec. Vindob. 26267 (A.D. 552) is a fragment of lease of seed-land; on the form ἔκουσίως καὶ αὐθαιρέτως see the ed. ad l. 3 and the literature quoted there; as to κατὰ κοινωίαν (l. 8—9) i.e. on joint property concerning the other arourae, see the analogous terms in leases of houses; on *societas unius rei* see my art. *ZSS* LII (1932) 64 ff.; on γῆ ἔμβροχος and ἄβροχος see my *Law*² 363.

P. Graec. Vindob. 26260 (A.D. 573) is a contract of lease. It is evident from the arrangements on the rent that a *colonia partiaria* is concerned, or — as the editor thinks — a simple *loc.-cond. operarum*: the lessee undertakes the obligation to do all the work on the leased land in time and in order and he shall receive for a certain part of the harvest as γεωργικὸς μισθός. The rest of the crops and some συνηθεῖαι are, on the whole, to be delivered to the proprietor of the land. On the clause ἐπὶ ὅσον χρόνον βούλει see my *Law*² 379.

P. Graec. Vindob. 25657 (VI cent. A.D.) is a lease of a vineyard. The text had been partially published by Weselly, *Wiener Studien* 9 (1888) 260 ff. Noteworthy is the clause in l. 22—24: Εἰ δὲ καταφρο[νήσω — δίχα γεωργίας κτλ. penal clauses in case the lessee did not fulfil his obligation or was in delay as to his duties (cf. Ross.-Georg. III, 51) — then the lessor should have against him the full right of disposal without any payment of the wages i.e. the right to expel him or to lend the land to another lessee.