

Taubenschlag, Rafał

"Lex Cicereia", J. Triantaphyllopoulos, 1957 : [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.

sibility of the μισθούμενος for the assumed obligation in the way of a real contract. Πιττάκιον, however, represents a group of persons for the joint management of a public land assigned to them; Πιττακιάρχης is the foreman who has probably the control over them.

F. Sokołowski, *Partnership in the Lease of Cults in Greek Antiquity* (*Harv. Theol. Rev.* vol. L, No. 2 [1957] 133—143).

In this interesting paper the author deals with the partnership in the lease of priesthoods in the Greek antiquity and shows, on the basis of the papyri, that such a partnership is well attested also in Egypt in Ptolemaic and Roman times. He remarks that it was not limited to priesthoods, but that in the same way the leases of temples, shrines, altars and other small cult revenues could be shared.

F. Gryglewicz, *La valeur morale du travail manuel dans la terminologie grecque de la Bible* (*Biblica* 37 [1956] 314—337).

From all published studies about trade one can see that the Authors of the Old Testament highly respected the trade and that many persons appearing in the Bible follow a trade, displaying no sense of humiliation. Also the New Testament contains many favourable opinions on trade. For a lawyer are of remarkable importance the notices determining the various kinds of trade such as δουλεύειν (p. 322), λειτουργεῖν (p. 323) and ἐργάζεσθαι (p. 324). The author makes also considerable use of the papyri (p. 330).

H. Preissner, *Das verzinsliche und das zinslose Darlehen in den byzantinischen Papyri des 6./7. Jahrhunderts.*

ZSS 74, 523 gives the contents of this dissertation — not published till now.

J. Triantaphylloporlos, *Lex Cicereia* (1957).

In this romanistic dissertation the author makes use of the papyri (cf. p. 33, 65, 70). Very interesting is also his interpretation of Gaius, 3, 120 which mentions a *peregrinus fidepromissor*

(p. 6—14). As the author points out the *peregrinus fidepromissor* is in this passage to be considered as a Greek resp. a hellenised *peregrinus*.

H. Gerstinger, *Neues aus den byzantinischen Papyrusurkunden der Sammlung "Papyrus Erzherzog Rainer" in Wien* (repr. from Πεπραγμένα τοῦ Θ' Διεθνoῦς Βυζαντινολογικοῦ Συνέδριου Θεσσαλονικῆς II [1955] 416—424).

In this dissertation the author discusses P. Graec. Vindob. 19.853, an ἀπογραφή concerning acquisition of land through the *bibliotheke enkteseon* in Hermupolis Magna from the year A.D. 319 (cf. *Anzeiger der öst. Akad. d. Wiss., phil.-hist. Kl.* 1950, Wien 1951); P. Graec. Vindob. 25.656, a surety for attendance from VI—VII cent. A.D. (published in *Jahrbuch der Wiener byzantinischen Gesellschaft* 1952); P. Graec. Vindob. 29.964, a surety for attendance from A.D. 492 (cf. *Wiener Studien* LVI [1953] 169 ff.); P. Graec. Vindob. 31.516, a contract of lease from A.D. 599 (cf. *Jhrb. d. öst. byz. Ges.* III [1954] 55 ff.); P. Graec. Vindob. 26.271, a contract of lease from the VI—VII cent. A.D.; P. Graec. Vindob. 26.657 (ca A.D. 600) a contract of lease with the clause that if the lessor breaks the contract, the lessee has the right to dissolve it and to proceed against the lessor who will not have the right to claim compensation for the work already done; finally a lease of a vineyard P. Graec. Vindob. 26.269 (ca A.D. 600) (cf. Ἐπετηρίς Ἑταιρ. Βυζαντ. Σπουδῶν KI [1953] 26 ff.; see *Anzeiger d. phil.-hist. Kl. d. öst. Akad. d. Wiss.* Jhrg. 1955, 115 ff.) which refers to the διάταξις of the emperor Zeno (CJ IV, 65, 34), according to which every lessor or lessee has the right, to dissolve the contract without *poena* within a year, i.e. the first year of the lease. This papyrus shows the impact of the legislation of Justinian upon the practice of Byzantine Egypt (see on this question my art. in *Byzantion*, Amer. Ser. I, XV [1941] 280—295; Steinwenter, *Aegyptus* XXXII [1952] 131 ff.).

K. H. Schmückel, *Untersuchungen zu den P. Mich. 243—248: Vereinssatzungen der frühen Prinzipatszeit aus Tebtynis*.

ZSS 74, 522 gives the contents of this dissertation — not published till now.