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"Dai papiri inediti della raccolta milanese", A. Traversa, "Aegyptus", XXXV, 1955, 2 : [recenzja]

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J. Bingen, *Les papyrus de la Fondation Egyptologique Reine Elisabeth (Chronique d'Égypte XXXI, No. 61 [1956] 109—117)*.

This edition contains declarations for the *epicrisis*. 1. P. Brux. inv. E. 7910 (III cent. A.D.) made by Marcus Aurelius Ammonios, a Roman citizen after the C.A. (cf. my *Law*² 593₄₅); 2. P. Erlangen 31, inv. 136 (p. 40); 3. P. Brux. inv. E. 8017 (A.D. 90—91). Noteworthy is the annex: the list of declarations for ἐπίκρισις (p. 116-117).

PAPYRI FROM THE BYZANTINE PERIOD

V. Arangio-Ruiz, *Frammenti di Ulpiano, libro 32 ad edictum, in una pergamena di provenienza egiziana (Arch. Giur. CLIII, fasc. 1—2 [1957] 140—158)*.

The parchment found in Egypt consists of a recto copied from Ulpian 32, commentary *ad edictum*, corresponding to D. 19, 2, 13 § 4, in Latin, and a verso copied from the same book of Ulpian's commentary *ad edictum*, corresponding to D. 19, 2, 15 § 1—2, from the title *locati-conducti*. On the recto there are two short Greek scholia. On the legal literature found in Egypt see my *Law*² 96/7.

H. Zilliacus, *Anecdota Bodleiana*: 1. Application for Lease (P. Bodl. d. 54, 297 A.D. ?); 2. Loan of Money (P. Bodl. e. 129, 337 A.D.) (*JJP* 9—20 [1956] 127—134).

A. Traversa, *Dei papiri inediti della raccolta milanese (Aegyptus XXXV, 2 [1955] 185—200)*.

No. 36 (IV—V cent. A.D.) is a letter written by a clerk and undersigned by the writers Macrobius and Tatianus. The letter concerns a mandate. Worthy of notice are certain terms as ὄνομα = debt, ἀπαίτησις = the request of restitution, ἐνεχυράζω = to pledge, συμβιβάζοντος = to reconcile. No. 37 (IV—V cent. A.D.)

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 Papyrusammlung 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 ἐκουσίως καὶ ἀθαιρέτως 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 σνηθείαι 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 (18887) 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.