

# Taubenschlag, Rafał

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"Gräko-ägyptische Landpachtverträge byzantinischer Zeit aus der Sammlung 'Papyrus Erzherzog Rainer'", H. Gerstinger, "Wiener Studien", LXIX, 1956 : [recenzja]

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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*<sup>2</sup> 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*<sup>2</sup> 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*<sup>2</sup> 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.

P. Graec. Vindob. 25674 (VI cent. A.D.) is a lease in which the rent is measured out in parts in crops; moreover, the lessor is to give different additional gifts.

J. Gerstinger, *Zehn byzantinische Urkunden und Briefe aus der Sammlung "Papyrus Erzherzog Rainer" in Wien (Symbolae R. Taubenschlag dedicatae = Eos 48, 1 [1956] 197—216).*

The author publishes ten documents and letters from the "Papyrus Erzherzog Rainer" collection. P. Graec. Vindob. 25673 (VI—VII cent. A.D.) is the end of a promissory note or sale on delivery with ἀλληλεγγύη- and πράξις-clause.

P. Graec. Vindob. 25664 (VI cent. A.D.) is a sale on delivery; P. Graec. Vindob. 25663 (2nd half of the VI cent. A.D.) is also a sale on delivery made by a lessee who holds in partnership with another person (ἐκ γεωργικοῦ μου μέρους; cf. my *Law*<sup>2</sup> 389 ff.). P. Graec. Vindob. 25204 (2nd half of the VI cent. A.D.) belongs to the same category. P. Vindob. 31497 (A.D. 542) is a loan εἰς ἰδίαν καὶ ἀναγκαίαν χρεῖαν (cf. my *Law*<sup>2</sup> 349): the debtor acts with a surety μετ' ἐγγυητοῦ καὶ ἀναδόχου; see on these terms my *Law*<sup>2</sup> 412<sub>1</sub>; 415<sup>17</sup>). P. Graec. Vindob. 26252 (553 A.D.) is a receipt on προχρεῖα in a *loc.-cond. operis* (cf. my *Law*<sup>2</sup> 380<sub>22</sub>; partial payment in advance); the employer is the church, acting by its οἰκονόμος (on agency cf. my *Law*<sup>2</sup> 307, 310—11, 312); noteworthy is that the worker agrees to repay the προχρεῖα in case of his failure to perform his duties (cf. my *Law*<sup>2</sup> 379). The repayment should take place ἀτοκεῖ; the editor explains this by the Christian φιλανθρωπία of the employer. P. Graec. Vindob. 26265 (2nd half of the VI cent. A.D.) is a letter of a landowner (pagarch ?) in town to his officials to deliver, with the most possible speed, the revenue-corn to the state-granaries that the writer avoid penalties for delay. The last lines of the letter deal with the unlawful behaviour of the zygostate (the money-weighting official) at the acceptance of money-taxes and allude — as the editor presumes — to C.I. XIII (559 A.D.) where unlawful practices of these officials are reprimanded. P. Graec. Vindob. 31496 (VII cent. A.D.) is a letter without legal importance. P. Graec. Vindob. 28875 (VII cent. A.D.) is a letter of a higher clergyman to a bishop who came to Arsinoë for a cure of his illness. P. Graec. Vindob. 28921 (VII cent. A.D.) is a *receptum nautarum*