

Kupiszewski, Henryk

"Die Ammenverträge in den gräko-ägyptischen Papyri", Johannes Herrmann, "Sav. Zeitschr.", 76, 1959 : [recenzja]

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Tekst jest udostępniony do wykorzystania w ramach dozwolonego użytku.

Elemer Pólay, *Három munkabérszödés a római daciából (Drei Arbeitsverträge aus dem römischen Dazien, Acta Univ. Szegediensis IV (1958) 5 pp. 38—48).*

The essay is devoted to an analyse of the three inscriptions (CIL III, 948—949) which come from Dacia and contain the contracts of hire of services. On the margin of legal problems such as the meaning of the terms *se locasse* and *locat operas suas* in the classical Roman law and in the said inscriptions, the form of the documents, the parties and the matter of the contracts, the author deals with the legal situation of the hired workers in Dacia in the second half of the II cent. A.D. The article of Pólay is an important contribution to the knowledge of the local law in Dacia as well as a valuable achievement in research studies of the progressing romanization of the provinces of the Roman Empire. [H.K.]

Johannes Herrmann *Die Ammenverträge in den gräko-ägyptischen Papyri (Sav. Zeitschr. 76 (1959) pp. 490 — 499).*

This article is a continuation of the author's studies concerning the widely applied institution of *μίσθωσις* — contract in the Hellenistic law (cf. *Bodenpacht im Recht der graeco-aegyptischen Papyri; Vertragsinhalt und Rechtsnatur der διδασκαλικαὶ in JJP 11/12 119 ff.; Bemerkungen zu den Μίσθωσις—Urkunden der Papyri Michaelidae in Chr. d'Eg. no 63 p. 121 ff.*). Having discussed the usual forms of contracts concerning the services of wet-nurses the author analyses the technical terms, used to design these agreements (*συγγραφὴ τροφῆτις, συγγραφὴ τροφίτιδος, γράμμα τῆς τροφίτιδος*), the question of the parties as well as the subject of obligation and then the various clauses inserted in the contracts of this kind. According to his opinion, it is right to consider these contracts as *locatio-conductio operis* or *operarum* in the case when a wet-nurse herself is the party to the contract or as a *locatio-conductio rei* when the party is the owner a female-slave appointed by him to serve as a wet-nurse. But in either case the definition is too general and cannot determine the peculiarities which appear in these agreements. Herrmann expresses the opinion that these agreements represent a peculiar kind of a *μίσθωσις*-contract. Their originality appears as well in the formulary as in the terminology. From the dogmatic point of view these agreements differ from the consensual *locatio-conductio* in point that they are *Verfügungen unter Bedingungen*.

or *Zweckverfügungen*. „Die Verfügung erfolgt bei unseren Vorträgen dergestalt, dass der Gewalthaber eines Kleinkindes dieses einer Amme (oder deren Gewalthaber) zum Zweck des Nährens und Pflegens aushändigt” — concludes the author. [H.K.]

Cl. Gorteman et J. C. van Oven, *Le papyrus de Strasbourg 248 et la locatio conductio rei suae* (*Revue d'histoire du droit*, t. 26 (1958) 3 fasc. pp. 316—327).

In the first part of this article Miss Cl. Gorteman examines the transcription of P. Strashb. 248 and suggests some improvements in reading of ll. 4—7 and 20. The second part contains remarks of Mr J. C. van Oven relating to the article of H. Kupiszewski on *Locatio conductio rei suae* (*Labeo* 3, (1957) pp. 344—353) — a legal commentary to the P. Strashb. 248. Mr van Oven criticizes the assertions of Mr Kupiszewski and expresses opinion that the *locatio conductio rei suae* had been an ancient practice in the Roman law. The P. Strashb. 248 shows only that this practice had survived till the VI-th century. [C.K.]

Joseph Modrzejewski, *Le mandat dans la pratique provinciale à la lumière des lettres privées grecques d'Égypte* (*Rev. hist. de droit français et étrang.* vol. 36 4^e série (1959) N° 4 pp. 465—484).

At the outset the author makes use of the private letters from the Roman Egypt to analyse the cases which on the ground of the Roman law originate a contract of *mandatum*. In the second part of his essay (Les perspectives sociologiques, p. 477 ff.) he investigates the resemblances and differences between the Roman *mandatum* and Egyptian “arrangements à l'amiable”. The former is based on *amicitia*, the latter on *homonoia*. A *mandatum* is invested with legal sanctions, an “arrangement à l'amiable” — signifies only moral obligation. [H.K.]

Pascal Simonius, *Die donatio mortis causa* (Basler Studien zur Rechts-wissenschaft 49. Helbing & Lichtenhahn 1958 Basel pp. XII+312.).

In this penetrating monograph devoted to the historical evolution and dogmatic forms of the *donatio mortis causa* in the Roman law