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"Hácróm munkabérszödés a ròmai daciából", Elemer Pólay, "Drei Arbeitsverträge aus dem römischen Dazien. Acta Univ. Szegendiensis", IV, 1958 : [recenzja]

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Elemér Pólay, *Három munkabérszövedés 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 *μισθωσις* — contract in the Hellenistic law (cf. *Bodenpacht im Recht der graeco-aegyptischen Papyri; Vertragsinhalt und Rechtsnatur der διδασκαλικαί in JJP 11/12 119 ff.; Bemerkungen zu den Μισθωσις—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 (*συγγραφή τροφίτις, συγγραφή 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 *μισθωσις*-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 Bedingungeu*